

1. Agenda

Documents:

[2021-04-13 CITY COUNCIL - PUBLIC AGENDA-1614.PDF](#)

2. Meeting Materials

Documents:

[2021-04-13 CITY COUNCIL - FULL AGENDA-1614.PDF](#)

AGENDA

Regular Meeting of the
Nichols Hills City Council
Tuesday, April 13, 2021 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the City Council only on items that appear on this Agenda. The City Council may dispose of the business set out on this Agenda by adopting, approving, denying, continuing, or taking other action as to each item, as determined by the City Council.

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Minutes
 - a. March 9, 2021 City Council Minutes
4. Departmental Reports

Discussion, consideration, and possible approval or acceptance of the following:

- a. Police Department
- b. Municipal Court
- c. Fire Department
- d. Public Works
- e. Risk Manager
- f. New Resident List
- g. City Treasurer
- h. Finance Director
- i. Information System Manager
- j. Engineer
- k. ACOG

5. Total Warrants & Claims \$348,809.07
- a. Discussion, consideration, and possible approval of the following:
Claims List for 2020-2021

a. General Fund	\$130,201.14
b. Nichols Hills Municipal Authority	80,497.60
c. General Fund – CIP	2,954.95
d. General Obligation Bond Funds	135,155.38

6. Consent Docket - Construction

Items on Consent Dockets are usually approved as a group upon a motion by one of the City Council members. However, members of the City Council may request discussion or separate action on any item on the Consent Dockets.

Discussion, consideration, and possible approval or action with respect to the following:

- a. Pay Estimate No. 2 for Project No. PC-2002 with Rudy Construction Co. for Paving Improvements to North Pennsylvania Avenue from Wilshire Boulevard to Westminster Place and the 1600 Block of Drury Lane in the amount of \$55,882.59.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2020 GO Bonds and other funds.

- b. Invoice No. 15900 with Frankfurt-Short-Bruza Associates, PC for Fire and City Hall Improvements in the amount of \$6,865.50, to be paid from 2020 GO Bonds and other funds.

7. Consent Docket - General

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Discussion, consideration, and possible approval or action with respect to the following:

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.
- b. Finley & Cook, PLLC, Audit Engagement letter and Compilation Engagement letter for the fiscal year end June 30, 2021.
- c. An agreement between The City of Oklahoma City and the City of Nichols Hills for provision of animal shelter services.
- d. Regarding election of Board of Trustee members of the Oklahoma Municipal Assurance Group (OMAG). City Manager Shane Pate recommends the nomination of Mike Bailey and Craig Stephenson.

8. Citizens desiring to be heard

The purpose of this time is to allow members of the public to speak to the City Council on any matter that is not otherwise set for consideration on this Agenda.

9. Items for Separate Vote - Ordinances, Resolutions, and Other Matters

Items listed in this section of this Agenda are usually discussed, considered, and voted on individually by the City Council.

Discussion, consideration, and possible approval or action with respect to the following:

- a. PUBLIC HEARING: Regarding the refunding of certain outstanding portions of the City's General Obligation Bonds, Series 2009, Series 2010, Series 2011, Series 2012, Series 2013, Series 2014 and Series 2015, issued in the original principal amount of \$22,400,000, for interest cost savings.

- b. A resolution providing for the sale and issuance of General Obligation Refunding Bonds (the "Bonds") in the amount of not to exceed Nine Million Five Hundred Thousand dollars (\$9,500,000) by the City of Nichols Hills, Oklahoma (the "City"), for the purpose of refunding certain outstanding general obligation bonds, including portions of the City's General Obligation Bonds, Series 2009, Series 2010, Series 2011, Series 2012, Series 2013, Series 2014 and Series 2015; waiving competitive bidding for the Bonds; prescribing form of Bonds; providing for a bond issue designated "General Obligation Refunding Bonds, Series 2021"; providing for registration thereof; designating the registrar for the issue; providing levy of an annual tax for payment of principal and interest on the Bonds; approving the forms of a Continuing Disclosure Agreement, an Escrow Agreement, and an Official Statement; fixing other details of the issue; and containing other provisions relating thereto.
- c. A resolution awarding contract to the lowest responsible bidder for WC-1903, WC-2001 Waterline projects 2019-2020 GO Bond Issue Wilshire Boulevard 12" tower line and Greystone Avenue tower 8" blow off, and authorizing execution of the contract, bonds, and related instruments.
- d. An Ordinance amending Chapter 32, Article VI, entitled Offenses Involving Public Safety, of the Nichols Hills City Code by modifying or repealing Division 3 entitled COVID-19 Virus Control Regulations; repealing all conflicting ordinances or parts of ordinances; and providing for severability.
 - i. Consider, discuss, and approve or disapprove the emergency section of the foregoing ordinance.
- e. Regarding fences for residential lots abutting Western Avenue.
- f. Lump sum distribution of pension benefits from Oklahoma Municipal Retirement Fund for retiring employee Gene Farmer.
- g. Lump sum distribution of pension benefits from Oklahoma Municipal Retirement Fund for retired employee Clinton Nelson.

10. Adjournment

I certify that the foregoing was filed in the Office of the City Clerk at 4:25 P.M. on the 9th day of April, 2021 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 4:45 P.M.

on the 9th day of April, 2021; posted to the City of Nichols Hills website at <http://www.nicholshills.net> at 5:00 P.M. on the 9th day of April, 2021; and transmitted by email at 5:00 P.M. on the 9th day of April, 2021 to those persons who have requested to be included on such notices pursuant to the Open Meeting Act and to those who have requested such notice.



City Clerk
City of Nichols Hills, Oklahoma

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BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2020 GO Bonds and other funds.

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- c. A resolution awarding contract to the lowest responsible bidder for WC-1903, WC-2001 Waterline projects 2019-2020 GO Bond Issue Wilshire Boulevard 12" tower line and Greystone Avenue tower 8" blow off, and authorizing execution of the contract, bonds, and related instruments.
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City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills City Council
Tuesday, March 9, 2021 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

**Original agenda filed in the Office of the City Clerk at 4:19 PM on
the 5th day of March, 2021.**

1. Call to Order and Pledge of Allegiance
2. Roll Call

Attendee Name	Title	Status	Arrived
Sody Clements		Present	
Steven J. Goetzinger		Present	
E. Peter Hoffman		Present	

3. Minutes
 - a. February 9, 2021 Minutes

MOTION: Hoffman moved to approve the February 9, 2021 minutes as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

4. Departmental Reports

Discussion, consideration, and possible approval or acceptance of the following:

- a. Police Department
- b. Municipal Court
- c. Fire Department
- d. Public Works
- e. Risk Manager

Attachment: March 9 2021 Minutes 1 (5066 : 3 March 9, 2021 CC Minutes)

- f. New Resident List
- g. City Treasurer
- h. Finance Director
- i. Information System Manager
- j. Engineer
- k. ACOG

Mayor Clements explained the process of reviewing the agenda items prior to the City Council meetings. This allows the City Council Members to ask any questions of staff to determine if any action needs to be taken during the schedule meetings.

Councilman Goetzinger thanked Major Casey Nix and the Police Department and Public Works Department for their work during the last snow storm.

MOTION: Goetzinger moved to approve the February 2021 departmental reports as presented. Hoffman seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	E. Peter Hoffman
AYES:	Clements, Goetzinger, Hoffman

5. Total Warrants & Claims \$386,622.61

- a. Discussion, consideration, and possible approval of the following:
Claims List for 2020-2021

a. General Fund	\$132,441.87
b. Designated Funds - Police	75.00
c. Nichols Hills Municipal Authority	71,487.92
d. General Fund – CIP	7,222.56
e. Nichols Hills Municipal Authority – CIP	12,005.61
f. General Obligation Bond Funds	163,389.65

MOTION: Hoffman moved to approve the total warrants and claims as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

6. Consent Docket - Construction

Discussion, consideration, and possible approval or action with respect to the following:

- a. Pay Estimate No. 1 for Project No. PC-2002 with Rudy Construction Co. for Paving Improvements to North Pennsylvania Avenue from Wilshire Boulevard to Westminster Place and the 1600 Block of Drury Lane in the amount of \$36,875.39.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2020 GO Bonds and other funds.

- b. Invoice No. 15821 with Frankfurt-Short-Bruza Associates, PC for Fire and City Hall Improvements in the amount of \$29,193.00, to be paid from 2020 GO Bonds and other funds.

MOTION: Goetzinger moved to approve item 6a - 6b Consent Docket Construction as presented. Hoffman seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	E. Peter Hoffman
AYES:	Clements, Goetzinger, Hoffman

7. Consent Docket - General

Discussion, consideration, and possible approval or action with respect to the following:

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.

- b. An Agreement with Southwestern Bell Telephone Company, doing business as AT&T Oklahoma, regarding the IP-enabled Video Service Provider Fee paid by AT&T Oklahoma to the City of Nichols Hills.
- c. Accept OMAG award for governing board completing the OMAG Recognition program.
- d. Request from Police Chief Steven Cox to purchase two new Ford Explorer Hybrid Police Interceptors and all the necessary equipment needed to put the vehicle into service from Oklahoma State Contract SW0035, SW1053, SW1057 or SW0140, to be paid from 2021 GO Bonds and other funds.
- e. First Amendment to Agreement between the City of Nichols Hills, Oklahoma and T-Mobile USA Tower, LLC, regarding leased premises generally located on City property known as "Lisle Park;" and related Memorandum of First Amendment to Agreement.

MOTION: Hoffman moved to approve item 7a - 7e Consent Docket General as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

8. Citizens desiring to be heard

The purpose of this time is to allow members of the public to speak to the City Council on any matter that is not otherwise set for consideration on this Agenda.

Mr. Colin McCormick spoke to City Council on behalf of the Boy Scouts of America. Mr. McCormick reported on the upcoming recruitment event, Thursday, March 25, 2021 from 6:30 to 7:30 pm at 3031 NW 64th Street in Oklahoma City. The event is open to the public. For further information on the event individuals can reach out to Lauren Howery at 720-301-7366 or lauren.hower@scouting.org.

9. Items for Separate Vote - Ordinances, Resolutions, and Other Matters

Items listed in this section of this Agenda are usually discussed, considered, and voted on individually by the City Council.

Discussion, consideration, and possible approval or action with respect to the following:

- a. Authorizing Redbud Board of Directors to install approximately 60 banners within the city limits of the City of Nichols Hills between August 27 and September 13, 2021.

Ms. Sara Sweet, Redbud Classic Race Director, presented the Banner Application to the City Council. The events will be the same as in previous years. The beneficiary of the event is the Oklahoma City Police Athletic League. Ms. Sweet stated that the event will be held September 12, 2021 - September 13, 2021.

MOTION: Goetzinger moved to approve agenda item 9a as presented. Hoffman seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	E. Peter Hoffman
AYES:	Clements, Goetzinger, Hoffman

- b. Request to seek bids for Project No. WC-1903, WC-2001 Waterline Improvements Wilshire Boulevard 12" Tower Line, and Greystone Avenue Tower 8" Blow Off and receive and approve plans for the same.

MOTION: Hoffman moved to approve agenda item 9b as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

- c. A Resolution of the City Council of The City of Nichols Hills, Oklahoma establishing a Financing Plan; authorizing the publication of a Notice of Public Hearing; engaging and authorization of contracts with a financing team, authorizing solicitation of underwriters for the issuance of General Obligation Refunding Bonds and waiving selection pursuant to a competitive process; authorizing development of the financing, including preparation of a Preliminary Official Statement; and other action related thereto.

City Attorney John Williams presented the proposed resolution regarding the 2021 General Obligation Refunding Bonds. Mr. Chris Gander and Mr. Cameron Bertelli, with BOK Securities, reviewed the process of refunding bonds and the estimated savings for the City of Nichols Hills.

MOTION: Goetzinger moved to approve agenda item 9c as presented. Hoffman seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	E. Peter Hoffman
AYES:	Clements, Goetzinger, Hoffman

10. Adjournment

MOTION: There being no further business, Hoffman moved to adjourn the meeting. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

Mayor
City of Nichols Hills, Oklahoma

City Manager
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

Nichols Hills Police Department
 6407 Avondale Drive Nichols Hills, OK 73116
 (405) 843-5672

ODIS Summary Report From 03/01/2021 - 03/31/2021

Booking Summary Report

Booking Record

Inmate Booked	0	Inmate Released	0
Male	0	Male	0
Female	0	Female	0
Unknown	0	Unknown	0

Federal Inmate Booked 0

Federal Inmate Released 0

Booking Officer

No records found.

Arresting Officer

No records found.

Releasing Officer

No records found.

Incident Summary Report

Incident Record

Incident Report Filed	30
Sensitive Report	0
Classified Report	0
Report Approved	30

Offense Summary

Total Offense (IBR)

1	Assault - Simple
3	Burglary/Larceny/Theft - From Motor Vehicle
1	Civil - Other
1	Driving Under the Influence
1	Fraud - Credit Card/Automated Teller Machine Fraud
1	Fraud - False Pretenses/Swindle/Confidence Game
1	Fraud - Wire Fraud
1	Larceny/Theft - All Other
1	Other Offenses - Non traffic
3	Public Peace - Found Property
1	Public Peace - Mental Case
3	Public Peace - Other
1	Stolen Vehicle/Motor Vehicle Theft
1	Traffic - Direct Traffic
22	Traffic - Impounds
2	Traffic - Other
3	Vandalism/Destruction/Damage of Property
1	Warrants - For other Agency
48	GRAND TOTAL

Originating Officer Report

Total Originating Officer

6	EDWARDS, BRANDON
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4 EISCHEID, DAVID
 3 GREENWOOD, TAYLOR
 4 HALL, ELLA
 4 MCGINLEY, JAMES
 5 MCHENRY, JARRED
 1 PUCKETT, MICHAEL
 3 VOYLES, MATTHEW
 30 GRAND TOTAL

Total Report Filed 30
 Total Reports Assigned to Detective 30
 Total Reports Un-Assigned 0

Report Assigned To Total Open Closed
 RIDGEWAY, BRANDON 30 9 21

Case Closed Detail
 Closed By Total
 Cleared - By Arrest 10
 Cleared - By Exceptional 1
 Deactivated by Investigator After Follow-Up 9
 Unsolved 1

GRAND TOTAL 30 9 21

Total Report Filed 30
 Total Open Cases 9
 Total Closed Cases 21

Cleared By Total
 Cleared - By Arrest 10
 Cleared - By Exceptional 1
 Deactivated by Investigator After Follow-Up 9
 Unsolved 1
 GRAND TOTAL 21

Citation Summary Report

Citation Record

Citation Filed (Exclude Warning) 106
 Citation Warning Filed 103

Officer Violation Report (Include Warning Citation)

Officer Name	Violation	Total	Total Amount
EDWARDS, BRANDON (18)	DRIVING WHILE SUSPENDED	1	\$260.00
	EXPIRED DRIVERS LICENSE	1	\$100.00
	EXPIRED LICENSE PLATE	5	\$500.00
	NO SECURITY VERIFICATION	2	\$520.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	8	\$840.00
GREENWOOD, TAYLOR (25)	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	16	\$1,760.00
	DISOBEYING TRAFFIC CONTROL LIGHT	2	\$220.00
	EXPIRED LICENSE PLATE	2	\$200.00
	NO LICENSE IN POSSESSION	3	\$360.00
	NO VALID OPERATORS LICENSE	1	\$260.00
HALL, ELLA (14)	DISOBEYING TRAFFIC CONTROL LIGHT	1	\$110.00
	DISOBEYING TRAFFIC DEVICE OTHER	1	\$110.00
	EXPIRED LICENSE PLATE	8	\$800.00

LASTER, ADAM (26)	IMPROPER TAG DISPLAY	2	\$200.00
	NO SECURITY VERIFICATION	1	\$260.00
	SPEED IN EXCESS	1	\$105.00
	DRIVING WHILE REVOKED	1	\$260.00
	EXPIRED LICENSE PLATE	12	\$1,200.00
	NO LICENSE IN POSSESSION	2	\$240.00
MCGINLEY, JAMES (61)	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	10	\$1,050.00
	ALTERING OR CHANGING TAG	2	\$320.00
	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	5	\$550.00
	DRIVING WHILE SUSPENDED	5	\$1,300.00
	EXPIRED DRIVERS LICENSE	1	\$100.00
	EXPIRED LICENSE PLATE	25	\$2,500.00
	NO SECURITY VERIFICATION	10	\$2,600.00
	OPERATING WITHOUT BEING LICENSED	2	\$520.00
	OPERATING WITHOUT PROPER LICENSE PLATE	1	\$100.00
	SPEED IN EXCESS	9	\$945.00
MCHENRY, JARRED (36)	AFFIXING IMPROPER TAG	2	\$520.00
	DEFECTIVE LIGHTS ALL OTHERS	2	\$220.00
	DISOBEYING STOP SIGN	1	\$110.00
	DRIVING WHILE SUSPENDED	2	\$520.00
	EXPIRED LICENSE PLATE	9	\$900.00
	IMPROPER TAG DISPLAY	2	\$200.00
	NO CHILD RESTRAINTS	1	\$110.00
	NO LICENSE IN POSSESSION	1	\$120.00
	NO SECURITY VERIFICATION	9	\$2,340.00
	OPERATING CONTRARY TO RESTRICTIONS	1	\$260.00
	OPERATING WITHOUT BEING LICENSED	4	\$1,040.00
	SPEED IN EXCESS	2	\$210.00
	EXPIRED LICENSE PLATE	1	\$100.00
	NO SECURITY VERIFICATION	2	\$520.00
PUCKETT, MICHAEL (9)	SPEED IN EXCESS	6	\$630.00
	AFFIXING IMPROPER TAG	1	\$260.00
	DEFECTIVE EQUIPMENT	1	\$110.00
VOYLES, MATTHEW (20)	DISOBEYING TRAFFIC CONTROL LIGHT	1	\$110.00
	DRIVING WHILE SUSPENDED	1	\$260.00
	DRIVING WITH OBSTRUCTED VIEW	1	\$110.00
	EXPIRED LICENSE PLATE	3	\$300.00
	NO SECURITY VERIFICATION	3	\$780.00
	OPERATING CONTRARY TO RESTRICTIONS	1	\$260.00
	OPERATING WITHOUT BEING LICENSED	3	\$780.00
	SPEED IN EXCESS	3	\$315.00
	SPEEDING RADAR CHECKED	1	\$179.00
	UNSAFE LANE CHANGE	1	\$110.00
GRAND TOTAL		209	\$30,404.00

Citation Payment Method Summary

Total Cash	\$0.00
Total Checks	\$0.00
Total Credit Cards	\$0.00
Total Money Orders	\$0.00
Total Other	\$0.00
Grand Total	\$0.00

Warrant Summary Report

Warrant Record

Warrant Issued	0
Warrant Served	0
Warrant Recalled	0

Warrant Issued

No records found.

Warrant Served

No records found.

Warrant Recalled

No records found.

Warrant Payment Method Summary

Total Cash	\$0.00
Total Checks	\$0.00
Total Credit Cards	\$0.00
Total Money Orders	\$0.00
Total Other	\$0.00
Grand Total	\$0.00

Protective Order Summary Report

Protective Order Record

Protective Order Issued - Non Emergency	0
Protective Order Issued - Emergency	0

Civil Process Summary Report

Civil Process Record

Civil Process Issued	0
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Group By Process Type

No records found.

Group By Court Type

No records found.

Field Interview Summary Report

Field Interview Record

Field Interview Issued	0
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Group By Interviewed Officer

No records found.

Accident Summary Report

Accident Record

Accident Record	11
Accident with DUI	1
Accident with Hit & Run	2
Accident with Fatality	0

4.a.a

Radio Log Summary Report

Radio Log Record

Radio Log Record 1,409

Group By Call Type

Group By Final Type

Total	Initial Call Type	Total	Final Call Type
1	9-1-1 Hangup	1,409	
2	9-1-1 Open Line	1,409	GRAND TOTAL
1	9-1-1 Trouble Unknown		
3	Accident - Hit and Run		
9	Accident - Property Damage		
1	Accident - With Injury		
6	Alarm Business		
49	Alarm Residential		
20	Animal Control - Animal at Large / Nuisance		
2	Animal Control - Animal Impounded		
1	Animal Control - Code Enforcement / Violation		
1	Animal Neglect		
1	Assault		
8	Assist - Citizen		
6	Assist - Motorist		
5	Assist - Other City Department		
9	Assist - Outside Agency		
5	Broadcast - General Information		
118	Business Check		
1	Check for Drunk Driver		
1	Check Skateboarders		
3	Check Solicitor		
4	Check The Welfare		
1	Code 4		
1	Code 6		
2	Code Violation		
2	Court - Bailiff		
1	Deliver Council Packets		
201	Dispatch - Informational		
1	Disturbance		
1	DUI Arrest		
221	Ending Mileage		
1	Escort		
10	Fire Department - Automatic Alarm		
2	Fire Department - Hazardous Material		
20	Fire Department - Medical Call		
19	Fire Department - Mutual Aid		
6	Fire Department - Service Call		
5	Fire Department - Siren Test		
1	Fire Department - Smoke Investigation		
1	Fire Department - Structure Fire		
1	Fire Department Engine - Out of station - on the radio		

11	Follow-up
4	Found Property
2	Fraud
126	House Check
3	Larceny/Theft - All Other
4	Larceny/Theft - From a Motor Vehicle
1	Mental Health
4	Miscellaneous - Other
2	Motor Vehicle Theft
9	Officer out of the car
8	Open Door - Residence
1	Ordinance Violation
2	Out at the Station
21	Out at the Station for Report
5	Out of district
1	Parking Complaint
1	Property - Lost/Missing
5	Public Works Call
10	Receive Information
1	Release Property
5	S.T.O.P. Program
1	Signal 13 - Meal Beak
2	Special Assignment
1	Stand-by
215	Starting Mileage - In Service
4	Suspicious Activity
2	Suspicious Noise
8	Suspicious Subject
5	Suspicious Vehicle
1	Traffic Complaint
1	Traffic Control
135	Traffic Stop
3	Training
3	Transport
1	Vandalism
5	Vehicle Impoundment
20	Vehicle Maintenance
18	Vehicle Registration/Stolen Check [10-28/10-29]
4	Vehicle Release
1,409	GRAND TOTAL

3/1/2021 0:48	Open Door - Residence	Officer checked an open garage door in the 1200 blk of Marlboro.	GREENWOOD,TA YLOR	0:48	0:48
3/1/2021 2:17	Open Door - Residence	Officer checked an open garage door in the 1200 blk of Marlboro.	GREENWOOD,TA YLOR	2:17	2:17
3/1/2021 6:57	Animal Control - Animal Impounded	ACO responded to a dog at large in the 6900 blk of Avondale Ct. Dog was taken to Oklahoma City Animal Shelter.	HALL,ELLA	6:57	
3/1/2021 8:18	Vehicle Maintenance	674 to HQ, myself and 673 are en route to Shepherds for vehicle maintenance. (0818)...674 to HQ, 97/98. Back en route to the City. (0824)	EISCHEID,DAVID	8:18	8:24
3/1/2021 9:31	Suspicious Subject	Officers made contact with a subject in the 1200 blk of Bedford. Subject was transported to Oklahoma City.	HALL,ELLA	9:31	9:36
3/1/2021 13:32	Traffic Complaint	Officer checked a traffic complaint in the 1800 blk of Huntington.	EISCHEID,DAVID	13:32	13:32
3/1/2021 13:42	Animal Control - Animal at Large / Nuisance	Resident in the 1800 blk of Coventry requested to speak with the ACO regarding an animal trap.	JACKSON,CHRIS	13:48	13:48
3/1/2021 14:17	Code Violation	Code violation reported in the 6400 blk of Avalon Ln.	JACKSON,CHRIS	14:17	14:17
3/1/2021 17:01	Check The Welfare	Officers responded to the area of Dorchester and Drakestone, report of young children riding scooters in the street.	EDWARDS, BRANDON	17:01	17:09
3/2/2021 1:44	Suspicious Vehicle	Officer checked an unoccupied vehicle parked in the 1000 blk of Wilshire.	GREENWOOD,TA YLOR	1:44	1:44
3/2/2021 11:54	Miscellaneous - Other	Receive information regarding a possible phone scam, 1200 blk of Glenbrook.	LASTER,ADAM	11:54	11:54
3/2/2021 18:01	Suspicious Activity	Officers responded to the 1100 blk of Bedford on a report of suspicious activity. Contact made.	EDWARDS, BRANDON	18:01	18:01

3/2/2021 18:24	Animal Control - Animal at Large / Nuisance	Report of two dogs at large in the 6600 blk of Avondale.	EDWARDS, BRANDON	18:24	18:24
3/2/2021 19:56	Accident - Property Damage	Officers responded to an non injury accident near NW Grand and Penn.	DUEHNING,LARR Y	19:56	19:59
3/3/2021 2:14	Officer out of the car	Officer checked a vehicle with lights on in the 1800 blk of Dorchester Dr.	GREENWOOD,TA YLOR	2:14	2:14
3/3/2021 8:04	Motor Vehicle Theft	Officers responded to the 1100 blk of Belford, report of a stolen vehicle.	LASTER,ADAM	8:27	8:30
3/3/2021 11:25	Assist - Outside Agency	Officers assisted OCPD with a non injury accident near NW 63rd and Grand.	LASTER,ADAM	11:25	11:30
3/3/2021 13:13	Accident - Hit and Run	Officer took a report of a Hit and Run that occurred in the 1100 blk of NW 63rd.	EISCHEID,DAVID	13:13	13:13
3/3/2021 17:12	Larceny/Theft - From a Motor Vehicle	Officer responded to the 1100 blk of Bedford, report of vehicle rummaged through.	EDWARDS, BRANDON	17:12	17:17
3/3/2021 17:25	Alarm Residential	Officers checked a residential alarm in the 1700 blk of Dorchester Dr.	DUEHNING,LARR Y	17:25	17:27
3/3/2021 21:09	Open Door - Residence	Officer check an open door at a residence in the 1800 blk of Devonshire.	EDWARDS, BRANDON	21:09	21:09
3/4/2021 4:18	Officer out of the car	Officer checked a vehicle parked in the 1100 blk of Marlboro.	GREENWOOD,TA YLOR	4:18	4:18
3/4/2021 8:48	Assist - Other City Department	Officer assisted NH Public Works with traffic control near Penn and Wilshire.	LASTER,ADAM	8:48	8:48
3/4/2021 16:09	Suspicious Vehicle	Officers responded to the 7000 blk of Grand on a report of a suspicious vehicle. Contact was made with the registered owner.	MCHENRY,JARRE D	16:09	16:11

3/4/2021 17:06	Alarm Residential	Officers checked a residential alarm in the 1100 blk of Larchmont.	DUEHNING,LARRY	17:06	17:10
3/4/2021 19:53	Receive Information	Officer checked the area of Tedford and Western, attempting to locate a vehicle belonging to a resident in the 1100 blk of Tedford.	DUEHNING,LARRY	19:53	19:58
3/5/2021 0:03	Receive Information	Receive Information regarding a vehicle belonging to a resident in the 1100 blk of Tedford.	STOUGH,STANTON	0:03	0:06
3/5/2021 12:47	Assist - Citizen	Officer assisted a citizen in the PD Lobby.	LASTER,ADAM	12:47	12:55
3/5/2021 14:42	Found Property	Citizen turned in property found in the 6600 blk Avondale.	HALL,ELLA	14:42	14:45
3/5/2021 14:50	Alarm Residential	Officer checked a residential alarm in the 6600 blk of Hillcrest.	MCHENRY,JARRED	14:50	14:58
3/5/2021 16:16	Transport	Officers made contact with a subject in the 1800 blk of Wilshire. Transported individual to Oklahoma City.	MCHENRY,JARRED	16:16	16:16
3/5/2021 16:55	9-1-1 Hangup	Officers responded to a 911 hangup in the 1600 blk of Pennington. Contact made with the calling party.	MCGINLEY,JAMES	16:45	16:55
3/5/2021 18:31	Assist - Citizen	Report of an open door at a construction site in the 1700 blk of Randel. Officers were able to re-secure the door.	MCHENRY,JARRED	18:31	18:33
3/6/2021 9:42	Animal Control - Animal at Large / Nuisance	Report of a dog at large in the 6900 blk of Avondale.	LASTER,ADAM	9:42	9:45
3/6/2021 10:48	Assist - Other City Department	Officers assisted NH Fire Department on a medical call in the 1100 blk of Marlboro.	HALL,ELLA	10:48	
3/6/2021 10:56	Assist - Motorist	Huntington and Grand	HALL,ELLA	10:56	10:56
3/6/2021 11:39	Assist - Motorist	Camden and Penn	HALL,ELLA	11:39	11:39

3/6/2021 16:19	Assault	Officers responded to an assault in the 1600 blk of Norwood.	PUCKETT,MICHA EL	16:19	16:22
3/6/2021 17:54	Alarm Residential	Officers checked a residential alarm in the 1800 blk of Dorchester Pl.	MCHENRY,JARRE D	17:54	18:00
3/6/2021 18:12	Disturbance	Officers responded to a disturbance in the 1800 blk of Westminster.	PUCKETT,MICHA EL	18:12	18:13
3/7/2021 0:00	Assist - Outside Agency	Officer assisted The Village PD in the area of Ridgeview and Ridgeview Cir.	STOUGH,STANTON	0:00	0:08
3/7/2021 2:36	Broadcast - General Information	OCPD requested BOLO for a vehicle that caused an accident in their jurisdiction.	LAND,JOE	2:36	2:36
3/7/2021 5:29	Alarm Residential	Officers checked a residential alarm in the 1600 blk of Camden Way.	LAND,JOE	5:29	5:32
3/7/2021 7:55	Special Assignment	1200 blk of Bedford	GREENWOOD,TAYLOR	7:55	7:55
3/7/2021 10:04	Follow-up	Officers responded to the 1600 blk of Norwood on a follow-up.	LASTER,ADAM	10:06	10:08
3/7/2021 13:12	Alarm Residential	Officers checked a residential alarm in the 6600 blk of Trenton.	HALL,ELLA	13:12	13:16
3/7/2021 15:07	Check Skateboarders	Officers responded to the 1100 blk of Sherwood on a report of skateboarders in the area. // Contact was made.	MCHENRY,JARRE D	15:07	15:10
3/7/2021 16:24	Follow-up	Receive information on a follow-up, 1600 blk of Norwood.	PUCKETT,MICHA EL	16:24	16:26
3/7/2021 19:01	Alarm Residential	Officer checked a residential alarm in the 1400 blk of Camden.	PUCKETT,MICHA EL	19:01	
3/7/2021 19:08	Assist - Citizen	Officers assisted a resident in the 6600 blk of Hillcrest, attempt to locate a juvenile. // Juvenile returned home.	PUCKETT,MICHA EL	19:08	

3/8/2021 1:08	Suspicious Noise	Officers responded to the 7300 blk of Lancet on a suspicious noise call.	GREENWOOD,TA YLOR	1:08	1:10
3/8/2021 8:33	Accident - Hit and Run	Officers responded to a report of a hit and run that occurred near Wilshire and Nichols.	EDWARDS, BRANDON	8:33	8:34
3/8/2021 8:36	Animal Control - Animal at Large / Nuisance	ACO picked up a deceased animal in the roadway near Bedford and Western.	JACKSON,CHRIS	8:36	8:36
3/8/2021 12:04	S.T.O.P. Program	STOP Program in the 1800 blk of Drakestone.	EDWARDS, BRANDON	12:04	12:04
3/8/2021 15:49	S.T.O.P. Program	STOP Program in the 1800 blk of Drakestone.	MCHENRY,JARRE D	15:49	15:49
3/8/2021 17:44	Accident - Property Damage	Officers responded to a non injury accident in the 6400 blk of Penn.	MCHENRY,JARRE D	17:44	17:48
3/9/2021 7:48	S.T.O.P. Program	STOP Program in the 1800 blk of Drakestone.	RIDGEWAY, BRANDON	7:48	7:48
3/9/2021 9:02	Alarm Residential	Officers checked a residential alarm in the 1100 blk of Huntington.	EDWARDS, BRANDON	9:02	
3/9/2021 9:03	Alarm Residential	Officers checked a residential alarm in the 1100 blk of Cumberland Dr.	EDWARDS, BRANDON	9:03	9:04
3/9/2021 9:56	Dispatch - Informational	EOC advised of exposed wires on the pole near 63rd and Grand.	EDWARDS, BRANDON	9:56	9:56
3/9/2021 13:02	Assist - Outside Agency	Citizen requested a follow up on an accident that occurred in Oklahoma City's jurisdiction, referred them to OCPD.	EDWARDS, BRANDON	13:01	13:05
3/9/2021 14:55	Suspicious Subject	Officers checked the 1900 blk of Dorchester Dr, report of a suspicious subject. // Unable to locate.	MCHENRY,JARRE D	14:55	15:06
3/9/2021 17:24	Animal Control - Animal at Large / Nuisance	Officer checked the area of Nichols and Dorchester, report of a dog at large.	PUCKETT,MICHA EL	17:24	17:28

3/9/2021 17:46	Follow-up	Officer met with a resident in the PD Lobby, requested to follow-up with an Officer referencing a previous incident that occurred in the 1600 blk of Norwood.	PUCKETT,MICHAEL	17:46	17:49
3/9/2021 18:50	Found Property	Received property that was found in the 1700 blk of Windsor.	MCHENRY,JARRED	18:50	18:57
3/9/2021 19:43	Follow-up	Officer responded to the 13000 blk of NW 4th in Oklahoma City on a follow-up.	RIDGEWAY, BRANDON	19:43	19:43
3/9/2021 21:21	Transport	Officers responded to a suspicious subject call in the 6600 blk of Hillcrest. Contact was made with subject and transported to Oklahoma City.	PUCKETT,MICHAEL	21:21	21:22
3/10/2021 0:55	Alarm Business	Officers checked a business alarm in the 1200 blk of Bedford.	GREENWOOD,TAYLOR	0:55	0:57
3/10/2021 2:06	Officer out of the car	May and Hefner	STOUGH,STANTON	2:06	2:06
3/10/2021 6:33	Found Property	Officers attempted to make contact with a resident in the 1100 blk of Tedford regarding found property.	GREENWOOD,TAYLOR	6:33	6:33
3/10/2021 18:05	Stand-by	Civil stand-by at the PD, Subjects were involved in an accident and exchanging information.	EDWARDS, BRANDON	18:05	18:05
3/10/2021 19:45	Check for Drunk Driver	Officers checked the area of Dorset and Guilford, report of a reckless driver. // Unable to locate vehicle.	EDWARDS, BRANDON	19:45	19:49
3/11/2021 7:44	Alarm Residential	Officers check a residential alarm in the 6700 blk of NW Grand.	LASTER,ADAM	7:44	7:47
3/11/2021 8:09	Alarm Residential	Officers checked a residential alarm in the 7300 blk of Waverly.	EISCHEID,DAVID	8:09	
3/11/2021 8:21	Assist - Motorist	63rd and Western	EISCHEID,DAVID	8:21	8:21
3/11/2021 11:03	Alarm Residential	Officers checked a residential alarm in the 1300 blk of Huntington.	EISCHEID,DAVID	11:03	11:06

3/11/2021 15:38	Animal Control - Animal at Large / Nuisance	ACO checked for 3 dogs at large near Trenton and Western.	JACKSON,CHRIS	15:38	
3/11/2021 16:44	S.T.O.P. Program	STOP Program in the 1800 blk of Drakestone.	EDWARDS, BRANDON	16:44	16:44
3/11/2021 19:53	Fraud	Officer took a fraud report from a resident in the 7600 blk of Dorset Dr.	EDWARDS, BRANDON	19:53	19:59
3/11/2021 21:34	Suspicious Noise	Officers check the 1600 blk of Westminster Pl, report of a car alarm going off. // Unable to locate.	MCGINLEY,JAME S	21:34	21:37
3/12/2021 2:08	Assist - Motorist	Grand and Bedford	DUEHNING,LARR Y	2:08	2:08
3/12/2021 2:16	Assist - Outside Agency	Officers assisted OCPD attempting to locate a vehicle near NW 63rd and Hillcrest. The vehicle was involved in a hit and run.	GREENWOOD,TA YLOR	2:16	2:20
3/12/2021 2:25	Assist - Motorist	63rd and Penn	DUEHNING,LARR Y	2:25	2:25
3/12/2021 3:11	Open Door - Residence	Officer checked an open door in the 1700 blk of Drakestone.	GREENWOOD,TA YLOR	3:11	3:11
3/12/2021 7:56	9-1-1 Open Line	Officers checked the 1500 blk of Buttram on an open line 911. // Unable to locate.	LASTER,ADAM	7:56	7:59
3/12/2021 8:00	Animal Control - Animal at Large / Nuisance	ACO responded to the 1100 blk of Hemstead to check for an injured racoon.	JACKSON,CHRIS	8:00	8:35
3/12/2021 10:19	Receive Information	Reporting party requested to speak with an Officer regarding a transaction to took place at their business in the 7600 blk of Western.	EISCHEID,DAVID	10:19	10:22
3/12/2021 12:01	Follow-up	Officer responded to a business in the 7600 blk of Western on a follow-up.	RIDGEWAY, BRANDON	12:01	12:01

3/12/2021 15:31	Broadcast - General Information	Traffic lights are out at 63rd and Grand. // EOC advised	EDWARDS, BRANDON	15:31	15:31
3/12/2021 17:18	Accident - Property Damage	Report of a non injury accident in the area of NW 63rd and Western. Officers checked the area and were unable to locate the vehicles.	EDWARDS, BRANDON	17:18	17:21
3/12/2021 20:30	Alarm Residential	Officers checked a residential alarm in the 1700 blk of Coventry Ln.	MCGINLEY,JAMES	20:30	20:32
3/13/2021 1:11	Officer out of the car	Officer checked a parked vehicle in the 6400 blk of Avondale.	DUEHNING,LARRY	1:11	1:11
3/13/2021 1:30	Broadcast - General Information	BOLO (OCPD) for a juvenile out of Oklahoma City. // OCPD advised the Juvenile was located.	LAND,JOE	1:30	1:30
3/13/2021 4:26	Open Door - Residence	Officer checked an open door in the 1800 blk of Guilford.	GREENWOOD,TAYLOR	4:26	4:26
3/13/2021 13:48	Check Solicitor	Officer made contact with a solicitor in the 1500 blk of Bedford, advised of ordinance.	HALL,ELLA	13:48	13:48
3/13/2021 13:48	Larceny/Theft - All Other	Receive information regarding possible larceny/theft that occurred in the 6400 blk of Avondale. // Reporting party located missing property.	LASTER,ADAM	13:48	13:51
3/13/2021 13:59	Found Property	Officers responded to the 1200 blk of Belford-found property.	HALL,ELLA	13:59	13:59
3/13/2021 14:56	Dispatch - Informational	674 to HQ, U40 EM-106224. (1456)	HALL,ELLA	14:56	14:56
3/13/2021 17:12	Alarm Residential	Officers checked a residential alarm in the 6500 blk of Lenox.	MCGINLEY,JAMES	17:12	17:14
3/13/2021 18:54	Assist - Outside Agency	Officers assisted The Village Police Department with a disturbance in the 2100 blk of Westchester.	PUCKETT,MICHAEL	18:54	18:58
3/13/2021 21:02	Miscellaneous - Other	Officers assisted OCPD attempting to locate a subject that may be near Drakestone. // Unable to locate.	MCGINLEY,JAMES	21:02	21:06
3/13/2021 21:30	Suspicious Vehicle	Officers checked a vehicle that was occupied and parked in the 1200 blk of Glenwood.	PUCKETT,MICHAEL	21:30	21:30

3/13/2021 21:36	Assist - Outside Agency	Officers assisted OCPD attempting to locate a subject near Guilford Ln.	PUCKETT,MICHA EL	21:36	21:39
3/14/2021 11:39	Alarm Residential	Officers checked a residential alarm in the 1500 blk of Guilford Ln.	LASTER,ADAM	11:39	11:41
3/14/2021 12:17	Alarm Residential	Officers checked a residential alarm in the 1100 blk of Bedford.	HALL,ELLA	12:17	12:17
3/14/2021 16:03	Alarm Business	Officer checked a commercial alarm in the 1000 blk of Wilshire.	MCHENRY,JARRE D	16:03	16:09
3/14/2021 16:52	Animal Control - Animal at Large / Nuisance	Officer responded to a dog at large in the 1700 blk of Wilshire. // Dog owner was located.	MCHENRY,JARRE D	16:52	
3/14/2021 23:29	Dispatch - Informational	653 to HQ, U39 SM-117325. (2329)	STOUGH,STANTO N	23:29	23:29
3/15/2021 4:32	Suspicious Subject	Officers made contact with a subject in the area of Penn and Huntington.	STOUGH,STANTO N	4:32	4:35
3/15/2021 5:59	Check The Welfare	Officers checked the welfare of a subject in the area of NW 63rd and Grand. // Individual was transported to Oklahoma City.	DUEHNING,LARRY	5:59	6:01
3/15/2021 9:25	Alarm Residential	Officers checked a residential alarm in the 2400 blk of Grand Cir.	LASTER,ADAM	9:25	9:29
3/15/2021 9:53	Alarm Residential	Officers checked a residential alarm in the 1500 blk of Huntington.	HALL,ELLA	9:53	9:55
3/15/2021 10:06	Alarm Residential	Officers checked a residential alarm in the 1500 blk of Glenwood.	HALL,ELLA	10:06	10:09
3/15/2021 10:39	Alarm Residential	Officers checked a residential alarm in the 2300 blk of NW Grand.	LASTER,ADAM	10:39	10:41
3/15/2021 12:41	Alarm Residential	Officers responded to the 1700 blk of Wilshire to check a residential alarm.	HALL,ELLA	12:41	
3/15/2021 15:19	Dispatch - Informational	659 to HQ- starting mileage Unit 44 44528 10-8 (15:19)	PUCKETT,MICHA EL	15:19	15:19

3/15/2021 15:35	Alarm Residential	Officers checked a residential alarm in the 1600 blk of Westminster.	MCHENRY,JARRE D	15:35	15:36
3/15/2021 16:31	Ordinance Violation	Resident reported a code violation in the 1700 blk of Dorchester Dr.	JACKSON,CHRIS	16:31	16:31
3/15/2021 20:07	Assist - Citizen	Officer was flagged down by a resident requesting a welfare check of a resident in The Village. // Individual was out walking and lives in The Village, everything was okay.	PUCKETT,MICHA EL	20:07	20:07
3/15/2021 20:14	Vehicle Impoundment	Traffic Stop / Vehicle Impounded in the 1100 blk of NW 63rd.	MCHENRY,JARRE D	20:14	20:14
3/15/2021 21:21	Suspicious Vehicle	Officers checked a vehicle that was parked in the 1700 blk of Elmhurst.	PUCKETT,MICHA EL	21:21	21:24
3/15/2021 21:47	Alarm Business	Officers checked a commercial alarm in the 6400 blk of Avondale Dr.	PUCKETT,MICHA EL	21:47	21:49
3/15/2021 23:02	Suspicious Subject	Officer made contact with a subject walking in the 7600 blk of Western.	DUEHNING,LARRY	23:02	23:02
3/16/2021 6:14	Accident - Property Damage	Officers responded to a non injury accident in the 1100 blk of Larchmont.	STOUGH,STANTON	6:14	6:16
3/16/2021 11:40	Animal Control - Code Enforcement / Violation	Code Enforcement made contact with a resident in the 1700 blk of Camden Way.	JACKSON,CHRIS	11:40	11:40
3/16/2021 18:59	Suspicious Subject	Officers made contact with a subject walking in the 1700 blk of Kingsbury. Individual was transported to Oklahoma City.	EDWARDS, BRANDON	18:59	19:05
3/16/2021 21:12	Suspicious Subject	Officer made contact with a subject walking near NW 63rd and Huntington. Individual was transported to Oklahoma City.	EDWARDS, BRANDON	21:12	21:12
3/16/2021 21:24	Assist - Motorist	6400 blk of Avondale	MCHENRY,JARRE D	21:25	21:25

3/16/2021 23:25	Transport	Officers made contact with a subject near 63rd and Penn. Individual was transported to Oklahoma City.	GREENWOOD, TAYLOR	23:25	23:25
3/17/2021 4:42	Alarm Residential	Officers checked a residential alarm in the 1300 blk of Bedford.	GREENWOOD, TAYLOR	4:42	4:44
3/17/2021 17:57	Vehicle Release	Officer responded to the PD for a Vehicle Release.	PUCKETT, MICHAEL	17:57	18:00
3/17/2021 19:06	Alarm Residential	Officers checked a residential alarm in the 1200 blk of Huntington.	EDWARDS, BRANDON	19:06	19:09
3/18/2021 0:28	Assist - Citizen	Officers checked an open door at a residence in the 1600 blk of Westminster Pl.	GREENWOOD, TAYLOR	0:28	0:28
3/18/2021 1:40	Assist - Outside Agency	Officer assist The Village PD with a pursuit.	GREENWOOD, TAYLOR	1:40	1:44
3/18/2021 12:25	Signal 13 - Meal Break	671 to HQ, out for Sig 13 North Plaza. (1225)...671 to HQ, 10-8. (1255)	VOYLES, MATTHEW	12:25	12:25
3/18/2021 13:41	Accident - Property Damage	Officers responded to a non injury accident in the 1100 blk of NW 63rd	EISCHEID, DAVID	13:41	13:44
3/18/2021 14:03	Alarm Residential	Officers checked a residential alarm in the 1600 blk of Westminster Pl.	VOYLES, MATTHEW	14:03	14:06
3/18/2021 16:26	Larceny/Theft - All Other	Officers responded to the area of Penn and Brighton, report of a larceny/theft. // Contact made.	EDWARDS, BRANDON	16:26	16:29
3/18/2021 17:17	Accident - Property Damage	Officers responded to a non injury accident at Trenton and Wilshire.	MCHENRY, JARRED	17:17	17:22
3/18/2021 17:52	Assist - Other City Department	Officer responded to Sherwood and Lenox to assist NH Fire with traffic control.	MCHENRY, JARRED	17:52	17:52

3/18/2021 18:25	Animal Neglect	Officers responded to the 6400 blk of Avondale, report of animal locked in an unoccupied vehicle.	EDWARDS, BRANDON	18:25	18:33
3/18/2021 20:43	Alarm Residential	Officers checked a residential alarm in the 1300 blk of Bedford.	MCHENRY,JARRE D	20:43	20:46
3/19/2021 2:14	Assist - Citizen	Officer was flagged down in the 6400 blk of Penn, citizen asking for directions.	GREENWOOD,TAYLOR	2:14	2:14
3/19/2021 11:51	Receive Information	Officers responded to the 1400 blk of Camden, resident reported stolen packages. Did not want to file a report.	VOYLES,MATTHE W	11:51	11:56
3/19/2021 13:15	Dispatch - Informational	Informational only: Resident in the 1700 blk of Dorchester reported construction vehicles speeding through the area.	VOYLES,MATTHE W	13:15	13:15
3/19/2021 14:05	Alarm Residential	Officers checked a residential alarm in the 1700 blk of Coventry Ln.	VOYLES,MATTHE W	14:05	
3/19/2021 16:16	Animal Control - Animal at Large / Nuisance	Resident in the 6500 blk of Hillcrest reported a cat at large.	JACKSON,CHRIS	16:16	16:16
3/19/2021 17:21	Officer out of the car	679 to HQ- be out of the car at Hefner and May (17:21)..679 to HQ- 10-8 (17:39)	EDWARDS, BRANDON	17:21	17:21
3/19/2021 18:03	Motor Vehicle Theft	Officer responded to the 1700 blk of NW 63rd, resident loaned his vehicle to an individual and they have not returned the vehicle. // Civil Matter.	EDWARDS, BRANDON	18:03	18:07
3/19/2021 18:09	Alarm Business	Officers checked a commercial alarm in the 1000 blk of Wilshire.	MCGINLEY,JAMES	18:09	18:16
3/19/2021 19:55	Follow-up	Officer responded to the 1700 blk of NW 63rd, follow-up.	EDWARDS, BRANDON	19:55	19:55
3/20/2021 1:12	Alarm Business	Officers checked a commercial alarm in the 6400 blk of Avondale.	STOUGH,STANTON	1:12	1:13
3/20/2021 8:49	Miscellaneous - Other	Officer retrieved paperwork from a citizen in the PD Lobby.	LASTER,ADAM	8:49	8:52

3/20/2021 8:56	Alarm Residential	Officers checked a residential alarm in the 1500 blk of Camden Way.	VOYLES,MATTHE W	8:56	9:00
3/20/2021 15:10	Alarm Residential	Officer checked a residential alarm in the 1600 blk of Westminster Pl.	EDWARDS, BRANDON	15:10	
3/20/2021 15:15	Officer out of the car	Officer out of the vehicle 1100 blk Fenwick.	EDWARDS, BRANDON	15:15	15:15
3/20/2021 15:28	Vandalism	Officers responded to the 1100 blk of Belford, report of vandalism.	MCGINLEY,JAME S	15:28	15:31
3/20/2021 15:38	9-1-1 Trouble Unknown	Officers responded to the 1100 blk of Bedford, 911 / Domestic.	EDWARDS, BRANDON	15:38	15:39
3/20/2021 17:15	Officer out of the car	Officer out of the vehicle, checked some bikes that were left in the area of Sherwood and Grand.	EDWARDS, BRANDON	17:15	17:15
3/21/2021 1:30	Alarm Residential	Officers checked a commercial alarm in the 1600 blk of Wilshire.	STOUGH,STANTON	1:30	1:33
3/21/2021 8:15	Special Assignment	1200 blk of Bedford	GREENWOOD,TAYLOR	8:15	8:15
3/21/2021 8:53	Alarm Residential	Officers checked a residential alarm in the 6600 blk of Hillcrest.	LASTER,ADAM	8:53	
3/21/2021 11:12	Animal Control - Animal at Large / Nuisance	ACO was flagged down by a resident reporting a dog at large, dog was returned home.	VOYLES,MATTHE W	11:12	11:12
3/21/2021 16:12	Animal Control - Animal Impounded	ACO responded and impounded a dog at large in the 6400 blk of Avondale Dr.	EDWARDS, BRANDON	16:12	16:19
3/21/2021 19:40	Vehicle Impoundment	Traffic / Vehicle Impoundment, Lenox and NW 63rd	MCGINLEY,JAME S	19:52	19:52
3/21/2021 21:52	Alarm Residential	Officers checked a residential alarm in the 6600 blk of Grand.	MCGINLEY,JAME S	21:52	21:54
3/22/2021 10:39	Miscellaneous - Other	Traffic lights at 63rd and Grand are flashing red. // EOC has been advised. (1039)	HALL,ELLA	10:39	10:39

3/22/2021 13:07	Alarm Residential	Officers checked a residential alarm in the 1500 blk of Wilshire.	LASTER,ADAM	13:07	13:10
3/22/2021 13:31	Follow-up	Officers responded to the 6400 blk of Grandmark, follow up.	HALL,ELLA	13:31	13:35
3/22/2021 14:28	Accident - Property Damage	Officers responded to a non injury accident near Bedford and Grand.	LASTER,ADAM	14:29	14:31
3/22/2021 15:00	Suspicious Vehicle	Officers responded to the 7600 blk of Dorset, resident reported a suspicious vehicle in the area. Vehicle belonged to a neighbor.	MCHENRY,JARRE D	15:00	
3/22/2021 17:16	Alarm Residential	Officers checked a residential alarm in the 6400 blk of Hillcrest.	MCHENRY,JARRE D	17:16	17:19
3/23/2021 10:37	Alarm Residential	Officers checked a residential alarm in the 1600 blk of Camden Way.	LASTER,ADAM	10:37	10:38
3/23/2021 17:39	Property - Lost/Missing	Officer responded to the 7300 blk of Waverly, report of missing/lost property.	MCHENRY,JARRE D	17:39	17:42
3/23/2021 22:48	Suspicious Subject	Officers made contact with a subject walking in the area of Penn and Wilshire.	LAND,JOE	22:48	22:55
3/24/2021 9:15	Code Violation	Resident in the 1700 blk of Drakestone requested to speak with the Code Enforcement.	JACKSON,CHRIS	9:15	9:15
3/24/2021 9:55	Suspicious Activity	Officers checked the area of Grand and Bedford, report of suspicious activity. Unable to locate.	LASTER,ADAM	9:56	9:56
3/24/2021 11:35	Alarm Residential	Officers checked a residential alarm in the 1700 blk of Pennington.	HALL,ELLA	11:35	11:36
3/24/2021 14:28	Fraud	Officers responded to the 7600 blk of N Western, report of fraud.	HALL,ELLA	14:28	14:33
3/24/2021 17:08	Assist - Other City Department	Officers assist NH Fire in the 6800 blk of Grand, medical call.	MCHENRY,JARRE D	17:08	17:10
3/24/2021 18:55	Animal Control - Animal at Large / Nuisance	Resident advised of a dog at large in the 2700 blk of Grand. Resident will keep the dog until someone claims her.	PUCKETT,MICHA EL	18:55	19:06

3/24/2021 18:58	Check Solicitor	Officers checked the 1100 blk of Hemstead, report of a solicitor in the area. // Unable to locate.	PUCKETT,MICHA EL	18:58	19:00
3/24/2021 20:20	Accident - With Injury	Officers responded to a injury accident in the 6400 blk of Avondale.	PUCKETT,MICHA EL	20:20	20:22
3/25/2021 9:46	Vehicle Impoundment	Traffic / Vehicle Impound, 6400 blk of Penn.	VOYLES,MATTHE W	9:46	9:46
3/25/2021 11:35	Alarm Residential	Officers checked a residential alarm in the 6700 blk of Avondale.	EISCHEID,DAVID	11:35	11:37
3/25/2021 11:46	Follow-up	OCPD - Follow-up via phone.	HALL,ELLA	11:46	11:46
3/25/2021 14:03	Broadcast - General Information	BOLO (OCPD) - car jacking that occurred in the 5000 blk of N May.	VOYLES,MATTHE W	14:03	14:03
3/25/2021 14:15	Vehicle Release	PD Lobby-Vehicle Release	VOYLES,MATTHE W	14:14	14:20
3/25/2021 14:46	Receive Information	Receive information referencing a previous call - Lost/Missing property. // Contact made.	MCHENRY,JARRE D	15:10	15:10
3/25/2021 14:55	Receive Information	Receive information referencing found property. // Contact made.	PUCKETT,MICHA EL	14:55	15:19
3/25/2021 15:13	Animal Control - Animal at Large / Nuisance	Dog at large in the 1800 blk of Dorchester Pl. ACO returned the dog to the owner.	JACKSON,CHRIS	15:13	
3/25/2021 16:00	Larceny/Theft - All Other	Officers responded to the 1900 blk of Huntington, report of larceny/theft.	MCHENRY,JARRE D	16:00	16:02
3/25/2021 16:30	Alarm Residential	Officers checked a residential alarm in the 6600 blk of Hillcrest.	PUCKETT,MICHA EL	16:30	
3/25/2021 20:09	Open Door - Residence	Officers checked an open door at a residence in the 7300 blk of Lancet.	PUCKETT,MICHA EL	20:09	20:09

3/26/2021 4:09	Assist - Outside Agency	Officer assisted The Village PD in the area of Britton and Penn.	GREENWOOD,TA YLOR	4:09	4:09
3/26/2021 5:38	Assist - Outside Agency	Officer assisted The Village PD with a Domestic in the 2300 blk of Britton Rd.	GREENWOOD,TA YLOR	5:38	5:40
3/26/2021 11:26	Vehicle Impoundment	Traffic / Impound, 62nd and Penn	VOYLES,MATTHE W	11:26	11:26
3/26/2021 12:36	Receive Information	Receive information, follow-up from a previous incident.	RIDGEWAY, BRANDON	12:36	12:36
3/26/2021 12:57	S.T.O.P. Program	1600 blk Westminster	EISCHEID,DAVID	12:57	12:57
3/26/2021 13:44	Accident - Property Damage	Officers responded to a non injury accident in the 1100 blk of NW 63rd.	EISCHEID,DAVID	13:44	13:50
3/26/2021 16:14	Accident - Property Damage	Officers responded to a non injury accident in the 6400 blk of Avondale.	MCHENRY,JARRE D	16:14	16:16
3/26/2021 20:56	Assist - Other City Department	Officer assisted an employee at Public Works.	MCHENRY,JARRE D	20:56	20:56
3/27/2021 2:15	Open Door - Residence	Officers checked an open door at a residence in the 1700 blk of Randel.	GREENWOOD,TA YLOR	2:15	2:15
3/27/2021 2:48	DUI Arrest	DUI Arrest, 1700 blk of Westminster	GREENWOOD,TA YLOR	2:48	2:50
3/27/2021 6:19	Assist - Citizen	Officer made contact with a resident in the 1700 blk of Westminster Pl, Follow-up from previous incident.	STOUGH,STANTON	6:19	6:23
3/27/2021 7:21	Alarm Residential	Officers responded to a residential alarm in the 1600 blk of Bedford.	HALL,ELLA	7:22	7:24
3/27/2021 8:25	Out of district	Oklahoma County Jail	EISCHEID,DAVID	8:25	8:37

3/27/2021 12:11	Alarm Business	Officers checked a commercial alarm in the 1000 blk of Wilshire.	EISCHEID,DAVID	12:11	12:13
3/27/2021 13:21	Alarm Residential	Officers checked a residential alarm in the 1800 blk of Drakestone.	HALL,ELLA	13:21	13:27
3/27/2021 15:45	Suspicious Activity	Officer responded to the 6400 blk of Avondale, report of suspicious activity.	PUCKETT,MICHAEL	15:45	15:45
3/27/2021 17:55	9-1-1 Open Line	Officer checked the 1800 blk of Drakestone, 911 open line (estimated location). // Unable to locate.	PUCKETT,MICHAEL	17:55	18:00
3/28/2021 0:43	Open Door - Residence	Officer checked an open door at a residence in the 1800 blk of Dorchester Dr.	GREENWOOD,TAYLOR	0:43	0:43
3/28/2021 1:22	Officer out of the car	Officer checked a vehicle parked at a residence in the 1800 blk of Coventry.	GREENWOOD,TAYLOR	1:22	1:22
3/28/2021 1:33	Transport	Officer made contact with a subject in the 1700 blk of Dorchester Dr. Individual was transported.	GREENWOOD,TAYLOR	1:33	1:33
3/28/2021 6:18	Alarm Residential	Officers checked an audible alarm in the 6900 blk of Grand.	GREENWOOD,TAYLOR	6:18	6:18
3/28/2021 6:24	Mental Health	Officers responded to the 1700 blk of NW 63rd.	GREENWOOD,TAYLOR	6:24	6:28
3/28/2021 11:15	Check The Welfare	Check the Welfare Request for a resident in the 1100 blk of Marlboro. Contact was made with resident.	LASTER,ADAM	11:15	11:15
3/28/2021 12:02	Alarm Residential	Officers checked a residential alarm in the 6600 blk of Avondale.	EISCHEID,DAVID	12:02	12:05
3/28/2021 15:59	Receive Information	Officer was flagged down by a resident in the 6900 blk of Avondale Ct. Reporting a code issue.	MCGINLEY,JAMES	15:59	15:59
3/28/2021 17:28	Assist - Citizen	Officer made contact with a resident regarding a sign in the roadway, 1100 blk of Bedford.	EDWARDS, BRANDON	17:28	17:30

3/29/2021 0:22	Check The Welfare	Officers responded to the 1600 blk of Bedford, check the welfare request. // Contact was made.	GREENWOOD,TA YLOR	0:22	0:25
3/29/2021 5:00	Alarm Residential	Officers checked a residential alarm in the 1700 blk of Huntington.	DUEHNING,LARRY	5:00	5:03
3/29/2021 5:50	Larceny/Theft - From a Motor Vehicle	Officers responded to the 6400 blk of Avondale, report of larceny/theft from a motor vehicle.	GREENWOOD,TA YLOR	5:50	5:58
3/29/2021 9:06	Follow-up	6500 blk of Avondale Dr.	EISCHEID,DAVID	9:06	
3/29/2021 11:14	Animal Control - Animal at Large / Nuisance	ACO responded to the 1800 blk of Guilford, report of an injured cat. // Unable to locate.	JACKSON,CHRIS	11:14	12:00
3/29/2021 13:18	Alarm Residential	Officers checked a residential alarm in the 1800 blk of Drury.	EISCHEID,DAVID	13:18	13:21
3/29/2021 13:26	Suspicious Subject	Officers checked for a suspicious subject reported in the 1800 blk of Huntington. // Unable to locate.	VOYLES,MATTHEW	13:26	13:26
3/29/2021 14:00	Accident - Hit and Run	Officers responded to a Hit and Run in the 1100 blk of NW 63rd.	EISCHEID,DAVID	14:00	14:04
3/29/2021 14:36	Alarm Residential	Officers checked a residential alarm in the 1100 blk of Glenwood.	VOYLES,MATTHEW	14:36	14:40
3/29/2021 16:32	Vehicle Impoundment	Traffic / Impound, 63rd and Glenbrook	MCGINLEY,JAMES	16:32	16:32
3/29/2021 18:50	Vehicle Release	Officer responded to the station for a vehicle release.	EDWARDS, BRANDON	18:50	18:50
3/29/2021 23:59	Alarm Residential	Officers checked a residential alarm in the 2400 blk of NW Grand Cir.	GREENWOOD,TA YLOR	23:59	0:02
3/30/2021 8:33	Animal Control - Animal at Large / Nuisance	ACO responded to an injured animal in the 1500 blk of Wilshire.	JACKSON,CHRIS	8:33	8:54

3/30/2021 8:54	Parking Complaint	Officers checked a parking complaint in the 1600 blk of Guilford.	EISCHEID,DAVID	8:54	
3/30/2021 8:55	Release Property	Officer released property.	RIDGEWAY, BRANDON	8:58	8:58
3/30/2021 12:43	Animal Control - Animal at Large / Nuisance	ACO picked up a deceased animal in the 1800 blk of Guilford Ln.	JACKSON,CHRIS	12:43	12:59
3/30/2021 15:45	Vehicle Impoundment	Traffic Stop / Vehicle Impound, 61st and Penn.	MCGINLEY,JAMES	15:45	15:45
3/30/2021 15:52	Alarm Residential	Officer checked a residential alarm in the 6400 blk of Hillcrest.	EDWARDS, BRANDON	16:03	16:06
3/30/2021 16:06	Larceny/Theft - From a Motor Vehicle	Officer responded to the 7000 blk of NW Grand, report of a larceny/theft from a motor vehicle.	EDWARDS, BRANDON	16:06	16:13
3/30/2021 16:56	Animal Control - Animal at Large / Nuisance	Officer made contact with a subject in the 1100 blk of Wilshire concerning a dog in a parked vehicle.	MCGINLEY,JAMES	16:56	17:01
3/30/2021 17:00	Follow-up	7000 NW Grand	EDWARDS, BRANDON	17:00	17:00
3/30/2021 18:14	Receive Information	Resident in the 1200 blk of Belford requesting to speak with an Officer. Contact was made.	EDWARDS, BRANDON	18:14	18:17
3/30/2021 21:30	Dispatch - Informational	Officer was flagged down by a citizen in the 6400 blk of Avondale. Advised they were exchanging items that were sold on Facebook Marketplace.	MCGINLEY,JAMES	21:30	21:30
3/31/2021 2:56	Officer out of the car	Officer out of the car, checked a parked vehicle in the 1400 blk of Sherwood.	DUEHNING,LARRY	2:56	2:56
3/31/2021 5:11	Alarm Residential	Officers checked a residential alarm in the 6700 blk of NW Grand.	DUEHNING,LARRY	5:11	5:13
3/31/2021 9:07	Animal Control - Animal at Large / Nuisance	ACO picked up a deceased animal in the roadway, 1100 blk of Huntington.	JACKSON,CHRIS	9:07	9:07

3/31/2021 9:13	Animal Control - Animal at Large / Nuisance	ACO picked up a deceased animal in the 1800 blk of Guilford.	JACKSON,CHRIS	9:13	9:13
3/31/2021 10:04	Follow-up	Officers responded to the 6500 blk of Avondale, follow- up.	LASTER,ADAM	10:04	10:06
3/31/2021 11:33	Alarm Residential	Officers checked a residential alarm in the 1700 blk of Drury.	LASTER,ADAM	11:33	11:35
3/31/2021 14:37	Animal Control - Animal at Large / Nuisance	ACO made contact with a resident in the 1900 blk of Dorchester Dr, wildlife removal.	JACKSON,CHRIS	14:37	14:37
3/31/2021 17:01	Check Solicitor	Officer made contact with a solicitor near Avondale and Huntington.	MCGINLEY,JAME S	17:01	17:01
3/31/2021 20:48	Suspicious Activity	Officers checked the 1100 blk of Sherwood, report of suspicious activity. // Unable to locate.	MCGINLEY,JAME S	20:48	20:51
3/31/2021 23:57	Dispatch - Informational	Informational: Citizen advised they were out in the 6400 blk of Avondale looking for a lost item.	LAND,JOE	23:57	23:57

NICHOLS HILLS MUNICIPAL COURT Page: 1
 Report For March 1, 2021 Thru March 31, 2021 FILEDST

 Violations by Filed Date...

Police Department	107	
Code Enforcement	1	
MUNICIPAL COURT	0	
TRANSFERRED OUT	0	
Total Filed Violations		108

 Completed Cases...

Paid Fine...

Police Department	63	
Code Enforcement	0	
MUNICIPAL COURT	16	
TRANSFERRED OUT	10	
Total Paid Fines		89

Before Judge...

Police Department	1	
Code Enforcement	0	
MUNICIPAL COURT	0	
TRANSFERRED OUT	1	
Total Before Judge		2
Total Completed		91

 Other Completed...

Dismissed - had Insurance

Police Department	1	
Code Enforcement	0	
MUNICIPAL COURT	0	
TRANSFERRED OUT	0	
Total		1

Dismissed by Judge

Police Department	7	
Code Enforcement	0	
MUNICIPAL COURT	1	
TRANSFERRED OUT	0	
Total		8

Dismissed - COMPLIANCE

Police Department	6	
Code Enforcement	0	
MUNICIPAL COURT	0	
TRANSFERRED OUT	0	
Total		6

 Voided Docket

NICHOLS HILLS MUNICIPAL COURT Page: 2

Report For March 1, 2021 Thru March 31, 2021 FILEDST

Police Department	1
Code Enforcement	0
MUNICIPAL COURT	0
TRANSFERRED OUT	0
Total	1
Total Other Completed	16
Grand Total Completed	107
Net Difference Filed/Complete	1

Warrants...

Issued...

Police Department	18
Code Enforcement	0
MUNICIPAL COURT	0
TRANSFERRED OUT	0
Total Violations	18
Total Warrants Issued	19

Cleared...

Police Department	63
Code Enforcement	0
MUNICIPAL COURT	17
TRANSFERRED OUT	16
Total Violations	96
Total Warrants Cleared	96
Change in Total Warrants	77-

FINE FINE	\$10,612.37
CLEET7 CLEET STATE OF OK. 2017	\$630.88
AFIS17 AFIS 2017	\$607.23
FS17 FORENSIC SCIENCE 2017	\$591.83
AMS COLLECTION AGENCY	\$4,558.81
LATE LATE FEE	\$493.06
FTA FAILURE TO APPEAR	\$4,510.25
FP2 AFIS	\$40.00
FS FORENSIC SCIENCE IMPROVE FEE	\$80.00
CLEET4 CLEET STATE OF OKLAHOMA	\$85.90
CLEET0 CLEET STATE OF OKLAHOMA	\$28.00
FP FINGERPRINT FEE	\$21.00
Total Fees/Fines Paid	\$22,259.33

Nichols Hills Fire Department March 2021 Monthly Report

March was a pretty busy month around the fire station. Crews were still making their way through town conducting annual fire and life safety inspections of all the businesses. Chief Boydston has been working on finalizing the department's budget for FY 2021-22. He also attended the Oklahoma State Fire Marshals Spring Mini-Conference in Shawnee. We held an officers meeting to discuss training plans for the department. Northern Safety came in and performed fit and function testing on all SCBA's and masks within the department. American Fire & Safety came for the annual fire extinguisher inspection and service for the City Hall complex. Sutphen brought a demo ladder truck by at the beginning of the month for us to check out.

In March, the fire department responded to 59 calls for service. Call breakdown by type and location are as follows:

Fire	- 3	Ward 1	- 37%
Emergency Medical	- 22	Ward 2	- 22%
Hazardous Condition	- 2	Ward 3	- 8%
Service / Good Intent	- 22	Ward 4 (The Village)	- 32%
False	- 10	Ward 5 (OKC)	- 0%

March was a good training month for the department. Our company training this month was Introduction to Water Rescue. This was an 8-hour class on land-based operations for a water rescue and how to assist technical rescue teams that may need to enter the water. Medical training covered airway management, respiratory emergencies and a CPR scenario. All shifts ran through initial radio report scenarios and covered SOG's. Other training topics included Advanced EMT and fire investigator for those with those certifications. Deputy Chief Reyes received his Fire Instructor II certification, CPR Instructor certification and completed his OK-

First re-certification. Our medics that were due for renewal from the National Registry received those re-certifications in March as well and are now working on their State re-certifications.

Thank you for all you do. Stay safe and stay healthy!

Kenny Reyes, Deputy Fire Chief

Nichols Hills Fire Department



DEPARTMENT OF ENVIRONMENTAL QUALITY

4.d.a

MONTHLY OPERATIONAL REPORT

GROUND WATER SYSTEMS

City of Nichols Hills

1009 N.W. 75th street

Nichols Hills

OK
STATE73116
ZIP

SYSTEM NAME

ADDRESS

CITY

PWS ID 2005501

POPULATION SERVED 4020

MONTH FEB 21 THRU MAR20

2021

DATE	WATER PUMPED 1,000 GALLONS PER DAY	CHEMICALS USED						NO. WELLS IN SYSTEM 23				TOTAL ALK.	Ph	STAB- ILITY	Fluoride							
		CHLORINE AND RESIDUALS						NO. WEL LS IN USE	TOTAL HOURS IN USE	STATIC LEVEL						PUMPING LEVEL						
										lbs	SERIES 1					SERIES 2		WELL NO.	FT.	WELL NO.	FT.	
											PLT					DIST	PLT					DIST
21-Feb	574,000	7	0.42	0.72	0.52	0.72	3	72.0														
22-Feb	455,480	7	0.47	0.39	0.23	0.39	4	52.4														
23-Feb	155,000	7	0.62	0.58	0.37	0.58	1	23.8														
24-Feb	211,940	7	0.47	0.35	0.25	0.35	2	28.2														
25-Feb	414,300	7	0.42	0.63	0.63	0.63	2	48.0														
26-Feb	415,000	7	0.38	0.65	0.48	0.65	2	48.0														
27-Feb	315,000	7	0.48	0.35	0.48	0.39	2	32.6														
28-Feb	157,200	7	0.81	0.76	0.81	0.58	1	24.0														
1-Mar	157,300	7	0.40	0.84	0.91	0.84	1	24.0														
2-Mar	157,300	7	0.50	0.56	0.46	0.56	1	24.0														
3-Mar	209,800	7	0.58	0.67	0.68	0.67	2	24.1														
4-Mar	364,180	7	0.47	0.51	0.46	0.51	3	39.6														
5-Mar	731,700	7	0.22	0.55	0.61	0.55	4	78.0														
6-Mar	901,265	7	0.45	0.72	0.52	0.72	6	104.8														
7-Mar	1,206,740	7	0.51	0.37	0.61	0.37	6	144.0														
8-Mar	1,206,640	7	0.43	0.35	0.50	0.35	6	144.0														
9-Mar	1,206,140	7	0.69	0.34	0.22	0.34	6	144.0														
10-Mar	1,206,240	7	0.28	0.35	0.29	0.35	6	144.0														
11-Mar	1,206,240	7	0.67	0.52	0.40	0.52	6	144.0														
12-Mar	1,205,840	7	0.50	0.71	0.54	0.71	6	144.0														
13-Mar	1,205,940	7	0.45	0.56	0.44	0.56	6	144.0														
14-Mar	1,196,380	7	0.52	0.38	0.29	0.38	6	138.0														
15-Mar	1,196,740	7	0.67	0.42	0.35	0.42	6	144.0														
16-Mar	996,216	7	0.46	0.44	0.49	0.44	7	119.6					227	7.54	1	0.15						
17-Mar	797,380	7	0.62	0.52	0.56	0.52	4	96.0														
18-Mar	797,280	7	0.45	0.30	0.76	0.30	4	96.0														
19-Mar	797,580	7	0.52	0.53	0.29	0.53	4	96.0														
20-Mar	797,980	7	0.55	0.39	0.55	0.48	4	96.0														
TOTAL	20,242,801																					
AVG.	698,028	7					4															

POWER COST \$9,988.04
 LABOR COST \$10,187.62
 CHEMICAL COST \$201.81
 REPAIR COST \$0.00
 WATER COST \$0.00
 TOTAL COST \$20,377.47
 COST/MILLION GAL. \$1,006.65

BACT SAMPLES SUBMITTED DURING THE MO.

(1) NUMBER SAFE 4
 (2) NUMBER UNSAFE 0
 (3) NUMBER CHECK SAMPLES 4

I hereby certify the above to be correct
 to the best of my knowledge.

Signed

Title Chief Well Operator

Mail original before the 10th of the following
 month to:

Department of Environmental Quality
 Water Quality Division
 PO Box 1677
 Oklahoma City, OK 73101-1677



PUBLIC WORKS **WATER PRODUCTION REPORT**

March-21



<u>Water Produced</u>	<u>20,242,801</u>
<u>Water sold</u>	<u>20,007,877</u>
<u>Water used in the City Parks</u>	<u>80,449</u>
<u>Water flushed for Bond Projects & by Contractors</u>	<u>21,000</u>
<u>Fire Department usage - est.</u>	<u>0</u>
<u>City Facilities</u>	<u>42,360</u>
<u>Water unaccounted for</u>	<u>91,115</u>
<u>% water loss for the month</u>	<u>0.5%</u>
<u>Avg. water loss/ for the last 12 months</u>	<u>5.5%</u>



WATER PUMPED
March 2021



WELL	Arsenic ppb	G.P.M.	Gallons Pumped	Electrical Cost Per Thousand Gallons
8	0.00	114	3,857,900	\$0.22
14	0.00	180	6,595,920	\$0.06
20	0.50	152	4,942,820	\$0.06
21	0.02	111	3,948,334	\$0.06
23	0.50	176	4,119,300	\$0.07
25	0.50	109	1,918,182	\$0.49
Total	0.00		25,422,331	

Blended arsneic level 0.22 ppb
 Energy costs per 1000 gals \$0.00
 Contractors Usage

21,000

WATER PUMPED
Last Five Years

Mar-20	19,432,085
Mar-19	17,241,440
Mar-18	30,873,445
Mar-17	39,178,622
Mar-16	34,649,900

David White
Chief Well Operator



Sewer Main Blocks/ PM
Preventative Maintenance

[illegible]



BUILDING PERMITS MARCH 2021

Project ID	Project Type	Name	Property	Issued Date	Square Footage	Valuation
155916	BR-REM	BA BAILEY	1803 WESTMINSTER	3/1/2021		\$ 77,750.00
155920	BR-REM	LINDSAY PALAZZOLO	6412 CENTENNIAL	3/4/2021		\$ 150,000.00
155923	STORM	GROUND ZERO SHELTERS CO	7006 NICHOLS	3/4/2021		\$ 1,000.00
155926	BR-REM	COE CONTRACTING INC	6415 GRANDMARK	3/5/2021		\$ 350,000.00
155930	ROOF-RES	OKC ROOF RESTORE COMPANY	1609 GLENBROOK	3/8/2021		
155931	BR-REM	CORNERSTONE HOMES BY CHRIS MOO	6700 GRAND	3/9/2021		\$ 650,000.00
155933	BR-NEW	DREAM 405 CONSTRUCTION LLC	1109 HEMSTEAD	3/9/2021	3381	\$ 600,000.00
155934	BR-ADD	ADAMS KIRBY HOMES LLC	6625 AVONDALE	3/9/2021		\$ 256,000.00
155940	BR-ADD	CORNERSTONE HOMES BY CHRIS MOO	1609 GUILFORD	3/12/2021		\$ 120,000.00
155944	CURB	MANUEL RUIZ	7714 DORSET	3/15/2021		
155955	ROOF-RES	3 DIMENSIONAL ROOFING	1609 ELMHURST	3/18/2021		
155956	CURB	WHITES CONCRETE LLC	6625 AVONDALE	3/19/2021		
155957	BR-REM	EUROPEAN DEKOR, LLC	1604 DRAKESTONE	3/22/2021		\$ 350,000.00
155958	BC-REM	BURNETT CONSTRUCTION LLC	1125 NW 63RD STE A	3/23/2021		\$ 280,000.00
155959	DEMO-RES	MIDWEST WRECKING	1816 COVENTRY	3/23/2021		
155961	ROOF-RES	THOMAS BROS CONSTRUCTION & SER	1720 DRAKESTONE	3/24/2021		
155969	ROOF-RES	ROOF PRO LOCAL	1819 DRAKESTONE	3/26/2021		
155970	POOL	PRISTINE POOLS	1612 DRAKESTONE	3/26/2021		\$ 67,615.00
155974	BR-ADD	CORBYN ROBERTS HOMES INC	1708 CAMDEN	3/29/2021		\$ 180,000.00
155976	BR-REM	LPC BUILDS, LLC	1236 GLENBROOK	3/29/2021		\$ 170,000.00

Aaron Buckman

From: Cecilia Ortega <cortega@nicholshills.net>
Sent: Thursday, April 1, 2021 9:21 AM
To: Aaron Buckman
Cc: 'Randell Lawrence'
Subject: March 2021 Consumption

Good morning,

The consumption for March was:

Residential-	18,793,445
Parks-	80,449
Commercial	1,214,432
City Buildings-	42,360

Total Consumption- 20,130,686

Thank you,

Cecilia Ortega
Utility Billing Clerk
City of Nichols Hills

Risk Manager Report March 2021

There were no workplace injuries this month.

There were four (4) drug screens completed this month. Two (2) firefighters and two (2) public works employees were tested.

Safety training for public works this month consisted of a review on the City's Emergency Operation Plan (EOP). This is an annual safety training topic but this year we discussed an addition to the plan, the Pandemic Response Plan. This plan establishes procedures to address a pandemic emergency in Nichols Hills. This new addition adds three sections to the EOP. Section one contains an overview of the concept for the Pandemic Response Plan. Section two contains items for preparation for pandemic emergencies such as actions and responsible parties and section three states the actions and responsibilities for a pandemic emergency. The police department had quarterly safety training on Emergency Preparation and Egress through LocalGovU and OMAG. Administration also completed their quarterly safety training on Emergency Preparedness and Safe Evacuations.

I conducted a new employee safety orientation this month on a new public works employee. Some subjects discussed are Sexual Harassment (Professional Conduct); Hazard Communication; First-Aid procedures; Emergency Operation Plan; PPE; Bloodborne Pathogens; Distracted Driving Policy; Accident/Incident Reporting and the Safety Manual.

Park inspections were conducted on Woods, Kite and Davis Park. No issues reported.

Envirotyze/OCD Specialists did a full disinfectant spray of all buildings in March as well as ATP testing. Overall, the testing numbers have been good but after approximately 30 days, the numbers increase so we have been on track for a full disinfectant spray every 5-6 weeks. This service has been so valuable in keeping COVID cases low within our departments.

The remaining employees who qualified for the COVID-19 vaccine received their first and second doses this month. Overall, we had 56 employees or 78% receive the vaccination. All employees received an incentive of \$200 and 40 hours of vacation leave for receiving the vaccine.

The City continued with our tradition of having quarterly cookouts in March but since the COVID-19 outbreak we have had to do things a little different. This month we ordered pizza and salads from Empire Slice Pizza and helped support local businesses around the area.

I was contacted by a resident who has been concerned about sales tax being applied to the correct City after he purchased several items online. The resident said he tried several times to put Nichols Hills in the city after completing his address information, but it kept auto filling Oklahoma City and would not let him modify. After gathering his information, I contacted the Oklahoma Tax Commission (OTC) to see if they could help with the issue. Mr. Francis with OTC forwarded our complaint to the Compliance Division to see if it could get corrected. These small purchases add up quickly so hopefully he can help with this issue effecting cities who share zip codes all over the U.S.

STATUS: Active

CONFIDENTIALS PRINTED: N

4.f.a

RANGE OF START DATES: 3/01/2021 THRU 3/31/2021

TRANSFERS INCLUDED: N

LAST BILL DATE: 0/00/0000 THRU 99/99/9999

PRINT MAILING ADDR: NO

ACCOUNT NUMBER	NAME	CLASS	SERVICE ADDRESS	STATUS	DATE OF SERVICE	XFER?
02-00856-02	E - 1907 PROPERTIES LLC	RES	1833 WESTMINSTER	ACTIVE	3/29/2021	
01-00184-02	E - AGV, LLC	RES	1101 BELFORD	ACTIVE	3/03/2021	
02-00171-03	I - ASHMORE, NICOLE	RES	1612 CAMDEN	ACTIVE	3/12/2021	
02-00007-18	I - BAXTER, PETER	RES	1723 NW 63RD	ACTIVE	3/31/2021	
01-00101-13	I - BROWN, JOHN	RES	1109 PARK MANOR	ACTIVE	3/01/2021	
01-00354-01	I - COHLMIA, RAYMOND	RES	1207 HUNTINGTON	ACTIVE	3/04/2021	
01-00759-12	I - COLLINS, TAYLOR	RES	6401 LENOX	ACTIVE	3/01/2021	
02-00130-07	I - DAUGHERTY, DAVID	RES	1733 KINGSBURY	ACTIVE	3/17/2021	
01-00452-04	I - FLINN, SEAN	RES	1203 BELFORD	ACTIVE	3/16/2021	
02-00002-11	I - FRYER, MORGAN	RES	1733 NW 63RD	ACTIVE	3/15/2021	
01-00586-03	I - JOHNSTON, CHRISTINE	RES	1309 BEDFORD	ACTIVE	3/12/2021	
02-00845-01	E - KALIDY HOMES LLC	RES	1811 WESTMINSTER	ACTIVE	3/29/2021	
01-00434-05	I - KARCHMER, DON	RES	1221 MARLBORO	ACTIVE	3/13/2021	
02-00862-05	I - LEWIS, CHARLES A	RES	1845 WESTMINSTER	ACTIVE	3/05/2021	
01-00854-03	I - MCEVER, RODGER	RES	1705 RANDEL	ACTIVE	3/01/2021	
01-00305-07	I - SLEEPER, SETH	RES	1118 WILSHIRE	ACTIVE	3/25/2021	
01-00183-10	I - SMITH, KEVIN	RES	1103 BELFORD	ACTIVE	3/01/2021	
01-00385-06	I - WAYNE, IVAN	RES	6511 AVONDALE	ACTIVE	3/15/2021	

** TOTAL PRINTED 18 **

4-01-2021 8:57 AM

NEW CUSTOMER REPORT

PAGE: 2

STATUS: Active

RANGE OF START DATES: 3/01/2021 THRU 3/31/2021

LAST BILL DATE: 0/00/0000 THRU 99/99/9999

CONFIDENTIALS PRINTED: N

TRANSFERS INCLUDED: N

PRINT MAILING ADDR: NO

4.f.a

TOTALS BY CUSTOMER CLASS			
<u>CLASS</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>	
RES	RESIDENTIAL	18	
	CLASS TOTAL:	18	
TOTALS BY RATE TABLE			
<u>SERVICE</u>	<u>RATE</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>

SELECTION CRITERIA

REPORT SELECTIONS:

REPORT SEQUENCE: Account Name
ACCOUNT STATUS: Active
CUSTOMER CLASS: All
SERV/TBL: All
INCLUDE TRANSFER: NO
INCLUDE CONFIDENTIAL: NO

INFORMATION INCLUDED:

MAILING ADDRES: NO
COMMENT CODES: None

CUSTOMER DATES:

START DATE: 3/01/2021 THRU 3/31/2021
LAST BILL DATE: 0/00/0000 THRU 99/99/9999

** END OF REPORT **

CITY OF NICHOLS HILLS
TREASURER'S REPORT - INVESTMENT SCHEDULE
March 31, 2021

MATURITY DATE	DEPOSITORY BANK	COST BASIS	MATURITY VALUE	YIELD TO MATURITY	DAYS INVESTED
Operations					
Operating Acct (Avg Balance)	BancFirst	9,160,692.19	9,160,692.19		
NICHOLS HILLS GENERAL FUND					
04/15/21	FNB of OK	500,000.00	500,875.00	0.50%	126
06/10/21	Midfirst	510,000.00	510,205.44	0.10%	147
04/15/21	Midfirst	750,000.00	750,411.48	0.11%	182
		<u>1,760,000.00</u>	<u>1,761,491.92</u>		
NICHOLS HILLS GENERAL FUND - CIP					
04/15/21	Treasury Bill	399,797.78	400,000.00	0.10%	182
09/16/21	Midfirst	425,000.00	425,342.47	0.12%	245
		<u>824,797.78</u>	<u>825,342.47</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY					
04/15/21	Midfirst	650,000.00	650,224.42	0.10%	126
		<u>650,000.00</u>	<u>650,224.42</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY - CIP					
04/15/21	Midfirst	700,000.00	700,384.05	0.11%	182
06/10/21	Midfirst	450,000.00	450,181.27	0.10%	147
		<u>1,150,000.00</u>	<u>1,150,565.32</u>		
SINKING FUND					
06/24/21	Midfirst	655,000.00	655,214.84	0.095%	196
06/17/21	Treasury Bill	419,674.50	420,000.00	0.101%	279
06/24/21	FNB of OK	600,000.00	601,475.00	0.50%	177
06/24/21	FNB of OK	629,000.00	630,546.29	0.50%	177
06/24/21	Midfirst	710,000.00	710,313.25	0.10%	161
06/24/21	Midfirst	720,000.00	720,317.66	0.10%	161
07/22/21	Midfirst	480,000.00	480,248.61	0.10%	189
12/23/21	Midfirst	300,000.00	300,338.49	0.12%	343
		<u>4,513,674.50</u>	<u>4,518,454.14</u>		
GENERAL OBLIGATION BOND OF 2019					
04/15/21	FNB of OK	800,000.00	801,960.00	0.70%	91
		<u>800,000.00</u>	<u>801,960.00</u>		
GENERAL OBLIGATION BOND OF 2020					
06/10/21	Midfirst	975,000.00	976,021.48	0.14%	273
09/16/21	Midfirst	1,000,000.00	1,000,693.39	0.11%	230
04/15/21	Midfirst	350,000.00	350,192.02	0.11%	182
04/13/21	FNB of OK	1,150,000.00	1,156,492.71	0.75%	271
04/13/21	FNB of OK	1,050,000.00	1,055,928.13	0.75%	271
		<u>4,525,000.00</u>	<u>4,539,327.73</u>		
GENERAL OBLIGATION BOND OF 2021					
01/13/22	Midfirst	1,300,000.00	1,301,492.47	0.12%	349
11/10/21	Midfirst	800,000.00	800,687.42	0.11%	285
11/10/21	Midfirst	700,000.00	700,610.49	0.11%	285
09/16/21	Midfirst	1,100,000.00	1,100,762.73	0.11%	230
06/10/21	Midfirst	650,000.00	650,305.66	0.13%	132
04/15/21	Midfirst	500,000.00	500,156.19	0.15%	76
		<u>5,050,000.00</u>	<u>5,054,014.96</u>		
SOURCE		COST	MATURITY	% of Total	Margin
BANCFIRST		9,160,692.19	9,160,692.19	32.22%	116.053%
MIDFIRST BANK		13,725,000.00	13,734,103.83	48.27%	110.018%
FIRST NATIONAL BANK OF OK		4,729,000.00	4,747,277.13	16.63%	114.680%
TREASURY BILL		819,472.28	820,000.00	2.88%	
TOTAL INVESTED		\$ 28,434,164.47	\$ 28,462,073.15	100.00%	

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-00-10050	Cash in Bank - Flex Account	27,278.36
01-00-10099	Claim on Cash	1,484,020.06
01-00-10100	Cash - Municipal Court	6,624.45
01-00-11000	T-Bills and CD's	1,760,000.00
01-00-11100	Interest Receivables	809.16
01-00-11600	Other Receivables	1,236,357.00
01-00-11650	Health Ins - Retirees & Cobra	1,014.32
01-00-11700	Beverage Tax Receivable	816.00
01-00-11800	Sales Tax Receivable	587,834.00
01-00-11900	Franchise Fee Receivable	49,583.00
01-00-12000	Utilities Receivable	85,515.81
01-00-13799	Due To/From Flex Spending	7,994.00
01-00-13800	Allowance for Court Receivable	(954,739.00)
01-00-24500	Prepaid Assets	<u>14,255.00</u>
		<u>4,307,362.16</u>
TOTAL ASSETS		4,307,362.16
		=====
LIABILITIES		
=====		
01-00-30050	Deposit - held for others	7,240.00
01-00-30090	Due to Collection agency	4,583.81
01-00-30099	A/P Due to Pooled Cash	236,634.53
01-00-30700	Deferred Interest Income	809.16
01-00-31500	Aflac Ins Withholding	0.05
01-00-31700	Health/Life/Vision Insurance W	23.95
01-00-32050	Cleet Payable	2,040.64
01-00-32400	Other Payables	(10.00)
01-00-33300	Deferred Fine Revenue	269,297.00
01-00-34300	Bonds held in reserve - Banner	900.00
01-00-34325	DEPOSIT-FIRE HYDRANT METERS	1,000.00
01-00-36000	Unapplied Credit Liab- A/R	<u>139.70</u>
TOTAL LIABILITIES		<u>522,658.84</u>
EQUITY		
=====		
01-00-50100	Nonspendable Fund Balance	14,255.00
01-00-57050	Assigned - Economic Developmen	500,000.00
01-00-59000	Unassigned Fund Balance	<u>2,982,308.08</u>
TOTAL BEGINNING EQUITY		3,496,563.08
TOTAL REVENUE		7,416,866.53
TOTAL EXPENDITURES		<u>7,128,726.29</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		288,140.24
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,784,703.32</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		4,307,362.16
		=====

02 -Street & Alley

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
02-00-10099	Claim on Cash	185,510.83	
02-00-14900	Due from other Governments	<u>3,885.00</u>	
			<u>189,395.83</u>
TOTAL ASSETS			189,395.83
			=====
LIABILITIES			
=====			
EQUITY			
=====			
02-00-51090	Restricted Fund Bal-Streets	158,019.26	
02-00-57090	Assigned Fund Balance-Streets	<u>6,180.00</u>	
	TOTAL BEGINNING EQUITY	164,199.26	
TOTAL REVENUE		<u>25,196.57</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		25,196.57	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>189,395.83</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			189,395.83
			=====

03 -Designated Fds-Fire & Gen

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
03-00-10099	Claim on Cash	<u>3,579.57</u>	<u>3,579.57</u>
	TOTAL ASSETS		3,579.57
			=====
LIABILITIES			
=====			
EQUITY			
=====			
03-00-51050	Restricted Fund Bal-Donations	<u>3,325.40</u>	
	TOTAL BEGINNING EQUITY	3,325.40	
	TOTAL REVENUE	<u>254.17</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	254.17	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>3,579.57</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,579.57
			=====

04 -Designated Funds-Police

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
04-00-10099	Claim on Cash	<u>68,028.21</u>	
			<u>68,028.21</u>
	TOTAL ASSETS		68,028.21
			=====
LIABILITIES			
=====			
EQUITY			
=====			
04-00-51050	Restricted Fund Bal-Donations	<u>62,447.86</u>	
	TOTAL BEGINNING EQUITY	62,447.86	
	TOTAL REVENUE	6,087.56	
	TOTAL EXPENDITURES	<u>507.21</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	5,580.35	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>68,028.21</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		68,028.21
			=====

05 -Designated Funds-PW

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
05-00-10099	Claim on Cash	<u>2,251.41</u>	<u>2,251.41</u>
	TOTAL ASSETS		2,251.41
			=====
LIABILITIES			
=====			
EQUITY			
=====			
05-00-51050	Restricted Fund Bal-Donations	<u>2,158.71</u>	
	TOTAL BEGINNING EQUITY	2,158.71	
	TOTAL REVENUE	202.70	
	TOTAL EXPENDITURES	<u>110.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	92.70	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>2,251.41</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		2,251.41
			=====

06 -Municipal Authority

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
06-00-10099	Claim on Cash	1,300,227.11	
06-00-11000	T-Bills and CD's	650,000.00	
06-00-11100	Interest Receivable	192.58	
06-00-12150	Utility Receivable	343,346.49	
06-00-13900	Unbilled Receivable	190,912.00	
06-00-14800	Allowance for Doubtful Account	(24,912.93)	
06-00-14850	Bad Debt Receivable	24,970.38	
06-00-15000	Deferred outflow of resources	103,572.00	
06-00-15500	Deferred Outflow - OPEB	7,102.00	
06-00-20000	Fixed Assets	42,640,988.03	
06-00-20100	Accumulated Depreciation	(25,502,896.89)	
06-00-21000	Land	207,742.00	
06-00-21500	Construction in Progress	<u>1,465,574.06</u>	
		<u>21,406,816.83</u>	
TOTAL ASSETS			21,406,816.83
=====			
LIABILITIES			
=====			
06-00-30050	Net pension asset	(125,476.00)	
06-00-30090	Payable - Collection AgencyFee	6,276.34	
06-00-30099	A/P Due to Pooled Cash	99,987.36	
06-00-31800	Comp Absent Payable	3,738.02	
06-00-31890	Compensated Absences - Long Te	33,641.00	
06-00-34000	City of NH - Garbage	85,515.81	
06-00-34100	Unearned Rev (Unapplied Credit	14,066.83	
06-00-34150	Utility Refunds	67.65	
06-00-34500	Due to Tyler Tech (Cr Cd Fees)	1,224.75	
06-00-34900	Notes Payable - Current Portio	806.00	
06-00-35000	NOTES PAYABLE	17,006.00	
06-00-38000	Deferred inflow of resources	18,241.00	
06-00-38500	Deferred Inflow - OPEB	17,303.00	
06-00-40100	OPEB Liability	<u>75,172.00</u>	
TOTAL LIABILITIES		<u>247,569.76</u>	
EQUITY			
=====			
06-00-50400	Net Investment-Capital Assets	18,793,595.00	
06-00-52090	Unrestricted Fund Balance	<u>2,226,681.93</u>	
TOTAL BEGINNING EQUITY		21,020,276.93	
TOTAL REVENUE		3,251,948.77	
TOTAL EXPENDITURES		<u>3,112,978.63</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		138,970.14	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>21,159,247.07</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			21,406,816.83
=====			

07 -General Fund - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
07-00-10099	Claim on Cash	452,308.53	
07-00-11000	T-Bills and CD's	824,797.78	
07-00-11100	Interest Receivable	<u>149.89</u>	
			<u>1,277,256.20</u>
TOTAL ASSETS			1,277,256.20
			=====
LIABILITIES			
=====			
07-00-30099	A/P Due to Pooled Cash	2,954.95	
07-00-30700	Deferred Interest Income	<u>149.89</u>	
	TOTAL LIABILITIES		<u>3,104.84</u>
EQUITY			
=====			
07-00-57100	Assigned Fund Bal-Capital Imps	82,422.33	
07-00-57102	Assigned FB-CIP-Admin	61,019.92	
07-00-57106	Assigned FB-CIP-Police	252,027.16	
07-00-57107	Assigned FB-CIP-Fire	289,063.57	
07-00-57109	Assigned FB-CIP-Street	103,651.75	
07-00-57110	Assigned FB-CIP-Sanitation	201,617.00	
07-00-57111	Assigned FB-CIP-Parks	145,863.00	
07-00-57114	Assigned FB-CIP-Code	16,360.00	
07-00-57115	Assigned FB-CIP-Risk	9,565.00	
07-00-57116	Assigned FB-CIP-ISM	<u>135,406.98</u>	
	TOTAL BEGINNING EQUITY		1,296,996.71
TOTAL REVENUE		18,158.72	
TOTAL EXPENDITURES		<u>41,004.07</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(22,845.35)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>1,274,151.36</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,277,256.20
			=====

08 -Sinking Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
08-00-10000	Cash - Sinking Fund	632,880.68	
08-00-11000	T-Bills and CD's	4,513,674.50	
08-00-11100	Interest Receivable	1,029.49	
08-00-14900	Due from other Governments	<u>134,000.00</u>	
			<u>5,281,584.67</u>
TOTAL ASSETS			5,281,584.67
=====			
LIABILITIES			
=====			
08-00-30700	Deferred Interest Income	319.08	
08-00-30701	Deferred Income	<u>109,646.00</u>	
TOTAL LIABILITIES			<u>109,965.08</u>
EQUITY			
=====			
08-00-51030	Restricted Fund Bal-Debt Srv	1,531,936.23	
08-00-57030	Assigned Fund Bal-Debt Service	<u>158,266.00</u>	
TOTAL BEGINNING EQUITY		1,690,202.23	
TOTAL REVENUE		4,300,382.78	
TOTAL EXPENDITURES		<u>818,965.42</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		3,481,417.36	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>5,171,619.59</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,281,584.67
=====			

09 -Meter Deposits

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
09-00-10099	Claim on Cash	<u>28,160.00</u>	<u>28,160.00</u>
	TOTAL ASSETS		28,160.00
			=====
LIABILITIES			
=====			
09-00-36100	Reserve for Meter Deposits	<u>28,160.00</u>	
	TOTAL LIABILITIES		<u>28,160.00</u>
EQUITY			
=====			
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		28,160.00
			=====

10 -911 Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
10-00-10099	Claim on Cash	49,049.37	
10-00-11600	Other Receivables	<u>696.00</u>	
			<u>49,745.37</u>
TOTAL ASSETS			49,745.37
			=====
LIABILITIES			
=====			
EQUITY			
=====			
10-00-51070	Restricted Fd Bal-Public Safet	<u>43,244.52</u>	
	TOTAL BEGINNING EQUITY	43,244.52	
TOTAL REVENUE		<u>6,500.85</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		6,500.85	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>49,745.37</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			49,745.37
			=====

11 -Impound Fee Police Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
11-00-10099	Claim on Cash	<u>22,274.59</u>	<u>22,274.59</u>
	TOTAL ASSETS		22,274.59
			=====
LIABILITIES			
=====			
EQUITY			
=====			
11-00-51075	Restricted Fd Bal - Police Imp	<u>20,948.42</u>	
	TOTAL BEGINNING EQUITY	20,948.42	
	TOTAL REVENUE	<u>1,326.17</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,326.17	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>22,274.59</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		22,274.59
			=====

13 -Municipal Authority - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
13-00-10099	Claim on Cash	365,730.24	
13-00-11000	T-Bills and CD's	1,150,000.00	
13-00-11100	Interest Receivable	<u>49.99</u>	
			<u>1,515,780.23</u>
TOTAL ASSETS			1,515,780.23
			=====
LIABILITIES			
=====			
EQUITY			
=====			
13-00-50400	Net Investment - Capital Asset	0.11	
13-00-57100	Fund Bal-Capital Improvements	<u>1,564,059.68</u>	
TOTAL BEGINNING EQUITY		1,564,059.79	
TOTAL REVENUE		10,053.09	
TOTAL EXPENDITURES		<u>58,332.65</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(48,279.56)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>1,515,780.23</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,515,780.23
			=====

14 -Water Impact Fees Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
14-00-10099	Claim on Cash	<u>105,953.68</u>	<u>105,953.68</u>
	TOTAL ASSETS		105,953.68
			=====
LIABILITIES			
=====			
EQUITY			
=====			
14-00-50300	Restricted Fund Balance	<u>94,498.33</u>	
	TOTAL BEGINNING EQUITY	94,498.33	
	TOTAL REVENUE	<u>11,455.35</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	11,455.35	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>105,953.68</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		105,953.68
			=====

15 -Sewer Impact Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
15-00-10099	Claim on Cash	<u>92,183.01</u>	<u>92,183.01</u>
TOTAL ASSETS			92,183.01
			=====
LIABILITIES			
=====			
EQUITY			
=====			
15-00-50300	Restricted Fund Balance	<u>81,023.07</u>	
TOTAL BEGINNING EQUITY		81,023.07	
TOTAL REVENUE		<u>11,159.94</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		11,159.94	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>92,183.01</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			92,183.01
			=====

17 -Drainage Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
17-00-10099	Claim on Cash	67,254.90	
17-00-12000	Utility Receivables	5,368.21	
17-00-13900	Unbilled Receivable	1,636.00	
17-00-14850	Bad Debt Receivable	<u>6.00</u>	
			<u>74,265.11</u>
TOTAL ASSETS			74,265.11
			=====
LIABILITIES			
=====			
EQUITY			
=====			
17-00-50300	Restricted Fund Balance	<u>28,838.16</u>	
	TOTAL BEGINNING EQUITY	28,838.16	
TOTAL REVENUE			49,026.95
TOTAL EXPENDITURES			<u>3,600.00</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES			45,426.95
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>74,265.11</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			74,265.11
			=====

18 -Health Insurance Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
18-00-10050	Cash - Health Insurance	<u>50,120.16</u>	<u>50,120.16</u>
	TOTAL ASSETS		50,120.16
			=====
LIABILITIES			
=====			
EQUITY			
=====			
18-00-57090	Assigned Fund Balance	(<u>10.30</u>)	
	TOTAL BEGINNING EQUITY	(10.30)	
	TOTAL REVENUE	744,915.50	
	TOTAL EXPENDITURES	<u>694,785.04</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	50,130.46	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>50,120.16</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		50,120.16
			=====

80 -General Obligation Bonds

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
80-00-10860	Cash - 2016 GO Bd Series	153,336.27
80-00-10880	Cash - 2018 GO Bd Series	140,509.90
80-00-10890	Cash - 2019 GO Bd Series	713,492.65
80-00-10891	Cash - 2020 GO Bd Series	456,107.67
80-00-10892	Cash - 2021 GO Bond Series	2,676,088.34
80-00-11089	T-Bills and CD's - 2019	800,000.00
80-00-11091	T-Bills and CD's - 2020	4,525,000.00
80-00-11092	T-bills and CD's - Series 2021	5,050,000.00
80-00-11189	Interest Rec - 2019 GO Bd Seri	1,460.40
80-00-11190	Interest Rec - 2020 GO Bd Seri	<u>38,657.16</u>
		<u>14,554,652.39</u>
TOTAL ASSETS		14,554,652.39
		=====
LIABILITIES		
=====		
80-00-30099	A/P Due to Pooled Cash	135,155.38
80-00-30789	Deferred Int Income - 2019	199.99
80-00-30790	Deferred Int Income - 2020	10,658.01
80-00-37176	Retainage Payable	<u>68,356.00</u>
TOTAL LIABILITIES		<u>214,369.38</u>
EQUITY		
=====		
80-00-50100	FUND BALANCE	1,863,554.31
80-00-50186	Fund Balance 2016 GO Bd Series	674,041.64
80-00-50187	Fund Balance 2017 GO Bd Series	1,800,793.83
80-00-50188	Fund Balance 2018 GO Bond Seri	2,295,921.45
80-00-50189	Fund Balance 2019 GO Bd Series	<u>2,986,673.53</u>
TOTAL BEGINNING EQUITY		9,620,984.76
TOTAL REVENUE		7,946,227.97
TOTAL EXPENDITURES		<u>3,226,929.72</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		4,719,298.25
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>14,340,283.01</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		14,554,652.39
		=====

99 -Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
99-00-10099	Pooled Cash	4,226,531.51
99-00-12001	Due from General Fund	236,634.53
99-00-12006	Due from Municipal Authority	99,987.36
99-00-12007	Due from GF - CIP	2,954.95
99-00-12080	Due from GO Bonds	<u>135,155.38</u>
		<u>4,701,263.73</u>
	TOTAL ASSETS	4,701,263.73
		=====
LIABILITIES		
=====		
99-00-30099	Accounts Payable	474,732.22
99-00-37099	Due to other Funds	<u>4,226,531.51</u>
	TOTAL LIABILITIES	<u>4,701,263.73</u>
EQUITY		
=====		
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	4,701,263.73
		=====

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

01 -General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>8,215,178</u>	<u>723,791.32</u>	<u>7,416,866.53</u>	<u>0.00</u>	<u>798,311.18</u>	<u>9.72</u>
TOTAL REVENUES	8,215,178	723,791.32	7,416,866.53	0.00	798,311.18	9.72
<u>EXPENDITURE SUMMARY</u>						
City Council	790	64.59	586.71	0.00	203.29	25.73
Administration	595,160	43,116.83	436,325.88	0.00	158,834.32	26.69
City Treasurer	1,320	107.65	977.85	0.00	342.15	25.92
City Attorney	215,000	11,116.00	148,862.66	0.00	66,137.34	30.76
Municipal Court	109,405	7,581.81	84,889.85	50.00	24,465.59	22.36
Police Department	2,538,520	185,901.70	1,877,931.04	4,932.18	655,656.70	25.83
Fire Department	1,801,855	147,990.08	1,396,868.12	2,563.45	402,423.03	22.33
City Engineer	80,000	12,455.55	84,059.37	47,775.00 (	51,834.37)	64.79-
Street Department	305,773	25,578.09	1,094,631.20	1,577.06 (	790,435.45)	258.50-
Sanitation	812,954	64,593.62	747,984.54	173.50	64,795.56	7.97
Parks Department	262,990	36,886.95	219,064.68	1,564.53	42,360.47	16.11
Public Works Admin	214,391	17,341.10	157,058.13	70.01	57,263.15	26.71
General Government	500,684	17,847.47	306,345.72	2,119.00	192,219.28	38.39
Code Department	273,688	19,710.63	206,307.43	179.67	67,200.83	24.55
Risk Manager	159,752	12,069.26	122,227.52	0.00	37,524.27	23.49
Information Systems Mgr	<u>342,894</u>	<u>25,373.06</u>	<u>244,605.59</u>	<u>22,601.74</u>	<u>75,687.12</u>	<u>22.07</u>
TOTAL EXPENDITURES	8,215,176	627,734.39	7,128,726.29	83,606.14	1,002,843.28	12.21
REVENUE OVER/(UNDER) EXPENDITURES	2	96,056.93	288,140.24 (	83,606.14) (	204,532.10)	6,605.00-

01 -General Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>General Sales Tax</u>						
01-00-70250 Sales Tax	3,095,357	307,379.42	3,142,734.21	0.00 (	47,377.21)	1.53-
01-00-70350 Use Tax Revenue	524,214	54,996.25	607,151.61	0.00 (	82,937.61)	15.82-
01-00-70450 Tobacco Tax Revenue	<u>36,984</u>	<u>2,784.70</u>	<u>29,055.60</u>	<u>0.00</u>	<u>7,928.40</u>	<u>21.44</u>
TOTAL General Sales Tax	3,656,555	365,160.37	3,778,941.42	0.00 (	122,386.42)	3.35-
<u>Miscellaneous Taxes</u>						
01-00-71550 Franchise Tax	<u>324,835</u>	<u>14,118.18</u>	<u>244,871.89</u>	<u>0.00</u>	<u>79,963.11</u>	<u>24.62</u>
TOTAL Miscellaneous Taxes	324,835	14,118.18	244,871.89	0.00	79,963.11	24.62
<u>Licenses and Permits</u>						
01-00-72050 Building Permits	77,797	17,271.00	109,050.85	0.00 (	31,253.85)	40.17-
01-00-72075 Plumbing Permits	23,314	4,056.00	18,876.00	0.00	4,438.00	19.04
01-00-72100 Electrical Permits	15,790	2,745.00	17,110.00	0.00 (	1,320.00)	8.36-
01-00-72125 Roof Permits	1,283	475.00	1,080.00	0.00	203.00	15.82
01-00-72150 Drive/Drain Permits - Tree	8,468	665.00	5,735.00	0.00	2,733.00	32.27
01-00-72175 Food Vendor Permits	60	0.00	130.00	0.00 (	70.00)	116.67-
01-00-72200 Garage Sale Permits	100	20.00	480.00	0.00 (	380.00)	380.00-
01-00-72300 Plumbing Licenses	23,750	2,025.00	14,450.00	0.00	9,300.00	39.16
01-00-72325 Electric Licenses	12,192	975.00	7,325.00	0.00	4,867.00	39.92
01-00-72350 General Contractor Registra	14,630	2,550.00	12,300.00	0.00	2,330.00	15.93
01-00-72355 SUB-CONTRACTOR REGISTRATION	0	300.00	600.00	0.00 (	600.00)	0.00
01-00-72400 Alcohol Licenses	21,199	0.00	10,560.00	0.00	10,639.00	50.19
01-00-72800 Dog/Cat Licenses	<u>462</u>	<u>5.00</u>	<u>545.00</u>	<u>0.00</u>	<u>(83.00)</u>	<u>17.97-</u>
TOTAL Licenses and Permits	199,045	31,087.00	198,241.85	0.00	803.15	0.40
<u>Intergovernmental</u>						
01-00-73250 Alcohol Tax	9,502	558.76	7,888.35	0.00	1,613.65	16.98
01-00-73900 FEMA Reimbursement	<u>0</u>	<u>0.00</u>	<u>307,329.31</u>	<u>0.00</u>	<u>(307,329.31)</u>	<u>0.00</u>
TOTAL Intergovernmental	9,502	558.76	315,217.66	0.00 (	305,715.66)	3,217.38-
<u>Charges for Services</u>						
01-00-74200 Garbage	885,878	79,977.01	715,164.28	0.00	170,713.72	19.27
01-00-74500 Garbage - Commercial	106,122	9,473.76	76,246.12	0.00	29,875.88	28.15
01-00-74700 Solid Waste Fee	5,070	445.40	4,007.66	0.00	1,062.34	20.95
01-00-74850 Ambulance Fees	57,729	5,106.90	45,893.86	0.00	11,835.14	20.50
01-00-74950 Life and Safety	<u>1,437</u>	<u>0.00</u>	<u>568.02</u>	<u>0.00</u>	<u>868.98</u>	<u>60.47</u>
TOTAL Charges for Services	1,056,236	95,003.07	841,879.94	0.00	214,356.06	20.29
<u>Fines & Forfeits</u>						
01-00-76300 Police Fines	<u>87,083</u>	<u>16,743.67</u>	<u>63,721.00</u>	<u>0.00</u>	<u>23,362.00</u>	<u>26.83</u>
TOTAL Fines & Forfeits	87,083	16,743.67	63,721.00	0.00	23,362.00	26.83

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

01 -General Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Investment Earnings</u>						
01-00-78500 Interest Income	<u>34,410</u>	<u>201.60</u>	<u>4,468.71</u>	<u>0.00</u>	<u>29,941.29</u>	<u>87.01</u>
TOTAL Investment Earnings	34,410	201.60	4,468.71	0.00	29,941.29	87.01
<u>Miscellaneous Revenue</u>						
01-00-79500 Leases	298,355	6,715.71	205,410.68	0.00	92,944.32	31.15
01-00-79550 Misc. Income	39,798	1,944.62	33,539.64	0.00	6,258.36	15.73
01-00-79575 Royalty Revenue	<u>0</u>	<u>0.00</u>	<u>248.68</u>	<u>0.00</u>	<u>(248.68)</u>	<u>0.00</u>
TOTAL Miscellaneous Revenue	338,153	8,660.33	239,199.00	0.00	98,954.00	29.26
<u>Fund Balance Carryover</u>						
01-00-79800 Carryover	<u>202,259</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>202,258.71</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	202,259	0.00	0.00	0.00	202,258.71	100.00
<u>Transfers</u>						
01-00-79900 Leasehold Transfer	<u>2,307,100</u>	<u>192,258.34</u>	<u>1,730,325.06</u>	<u>0.00</u>	<u>576,774.94</u>	<u>25.00</u>
TOTAL Transfers	<u>2,307,100</u>	<u>192,258.34</u>	<u>1,730,325.06</u>	<u>0.00</u>	<u>576,774.94</u>	<u>25.00</u>
TOTAL Revenues	8,215,178	723,791.32	7,416,866.53	0.00	798,311.18	9.72
TOTAL REVENUE	8,215,178	723,791.32	7,416,866.53	0.00	798,311.18	9.72

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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City Council

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Personnel Services

01-01-80100 Salary	720	60.00	540.00	0.00	180.00	25.00
01-01-80300 FICA/Medicare	60	4.59	41.31	0.00	18.69	31.15
01-01-80700 Unemployment	<u>10</u>	<u>0.00</u>	<u>5.40</u>	<u>0.00</u>	<u>4.60</u>	<u>46.00</u>
TOTAL Personnel Services	790	64.59	586.71	0.00	203.29	25.73

TOTAL City Council

	790	64.59	586.71	0.00	203.29	25.73
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Administration

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Personnel Services

01-02-80100 Salary	421,292	31,702.98	315,390.71	0.00	105,900.80	25.14
01-02-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-02-80300 FICA/Medicare	33,607	2,533.63	21,759.71	0.00	11,847.62	35.25
01-02-80400 Dental Insurance	2,067	129.18	1,050.48	0.00	1,016.52	49.18
01-02-80500 Health Insurance	44,073	3,064.29	27,604.57	0.00	16,468.43	37.37
01-02-80600 Worker's Comp	9,140	0.00	7,174.83	0.00	1,965.17	21.50
01-02-80700 Unemployment	800	0.00	0.00	0.00	800.00	100.00
01-02-80800 OMRP Pension	35,081	2,649.57	26,114.87	0.00	8,966.49	25.56
01-02-81400 Car Allowance	<u>17,000</u>	<u>1,416.67</u>	<u>12,750.03</u>	<u>0.00</u>	<u>4,249.97</u>	<u>25.00</u>
TOTAL Personnel Services	563,560	41,496.32	411,845.20	0.00	151,715.00	26.92

Material and Supplies

01-02-83000 Material & Supplies	<u>700</u>	<u>117.93</u>	<u>310.36</u>	<u>0.00</u>	<u>389.64</u>	<u>55.66</u>
TOTAL Material and Supplies	700	117.93	310.36	0.00	389.64	55.66

Other Services

01-02-84000 Equipment Maintenance	500	0.00	531.33	0.00 (	31.33)	6.27-
01-02-84300 Training & Membership	7,000	630.00	3,321.30	0.00	3,678.70	52.55
01-02-84400 Software Agreements	19,000	385.87	17,402.67	0.00	1,597.33	8.41
01-02-84700 Telephone	<u>4,400</u>	<u>486.71</u>	<u>2,915.02</u>	<u>0.00</u>	<u>1,484.98</u>	<u>33.75</u>
TOTAL Other Services	30,900	1,502.58	24,170.32	0.00	6,729.68	21.78

Capital Projects
Transfers Out

TOTAL Administration	595,160	43,116.83	436,325.88	0.00	158,834.32	26.69
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01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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City Treasurer

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Personnel Services

01-03-80100 Salary	1,200	100.00	900.00	0.00	300.00	25.00
01-03-80300 FICA/Medicare	100	7.65	68.85	0.00	31.15	31.15
01-03-80700 Unemployment	<u>20</u>	<u>0.00</u>	<u>9.00</u>	<u>0.00</u>	<u>11.00</u>	<u>55.00</u>
TOTAL Personnel Services	1,320	107.65	977.85	0.00	342.15	25.92

TOTAL City Treasurer

1,320

107.65

977.85

0.00

342.15

25.92

City Attorney

=====

Other Services

01-04-87100 Legal Services	<u>215,000</u>	<u>11,116.00</u>	<u>148,862.66</u>	<u>0.00</u>	<u>66,137.34</u>	<u>30.76</u>
TOTAL Other Services	215,000	11,116.00	148,862.66	0.00	66,137.34	30.76

TOTAL City Attorney

215,000

11,116.00

148,862.66

0.00

66,137.34

30.76

Municipal Court

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Personnel Services

01-05-80100 Salary	74,244	5,962.50	57,006.05	0.00	17,237.80	23.22
01-05-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-05-80300 FICA/Medicare	5,758	456.15	4,361.13	0.00	1,396.95	24.26
01-05-80400 Dental Insurance	517	43.06	350.06	0.00	166.94	32.29
01-05-80500 Health Insurance	7,155	595.87	5,362.83	0.00	1,792.17	25.05
01-05-80600 Worker's Comp	2,285	0.00	1,793.70	0.00	491.30	21.50
01-05-80700 Unemployment	250	0.00	153.68	0.00	96.32	38.53
01-05-80800 OMRP Pension	<u>4,822</u>	<u>377.00</u>	<u>3,608.51</u>	<u>0.00</u>	<u>1,213.00</u>	<u>25.16</u>
TOTAL Personnel Services	95,530	7,434.58	72,635.96	0.00	22,894.48	23.97

Material and Supplies

01-05-83000 Material & Supplies	<u>1,225</u>	<u>11.94</u>	<u>77.66</u>	<u>0.00</u>	<u>1,147.34</u>	<u>93.66</u>
TOTAL Material and Supplies	1,225	11.94	77.66	0.00	1,147.34	93.66

Other Services

01-05-84000 Equipment Maintenance	250	0.00	93.17	0.00	156.83	62.73
01-05-84300 Training & Membership	700	50.00	140.00	50.00	510.00	72.86
01-05-84400 Software Agreement	11,000	0.00	11,018.00	0.00 (	18.00)	0.16-
01-05-84700 Telephone	<u>700</u>	<u>85.29</u>	<u>925.06</u>	<u>0.00</u> (	<u>225.06)</u>	<u>32.15-</u>
TOTAL Other Services	12,650	135.29	12,176.23	50.00	423.77	3.35

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
TOTAL Municipal Court	109,405	7,581.81	84,889.85	50.00	24,465.59	22.36
Police Department =====						
<u>Personnel Services</u>						
01-06-80100 Salary	1,640,475	125,716.96	1,258,915.22	0.00	381,559.80	23.26
01-06-80200 Overtime	8,500	44.63	648.86	0.00	7,851.14	92.37
01-06-80300 FICA/Medicare	148,267	9,695.37	97,578.81	0.00	50,687.92	34.19
01-06-80400 Dental Insurance	12,401	904.26	7,502.76	0.00	4,898.24	39.50
01-06-80500 Health Insurance	286,440	22,761.80	208,443.27	0.00	77,996.73	27.23
01-06-80600 Worker's Comp	57,110	0.00	44,830.92	0.00	12,279.08	21.50
01-06-80700 Unemployment	3,500	0.00	1,093.83	0.00	2,406.17	68.75
01-06-80800 OMRP Pension	28,933	2,317.88	21,481.15	0.00	7,452.02	25.76
01-06-81050 Police Pension	171,394	12,576.66	117,857.68	0.00	53,536.32	31.24
01-06-81100 Uniform Allowance	25,000	829.63	9,255.09	0.00	15,744.91	62.98
01-06-81200 Medical Exams	<u>1,500</u>	<u>0.00</u>	<u>144.00</u>	<u>0.00</u>	<u>1,356.00</u>	<u>90.40</u>
TOTAL Personnel Services	2,383,520	174,847.19	1,767,751.59	0.00	615,768.33	25.83
<u>Material and Supplies</u>						
01-06-83000 Material & Supplies	<u>7,000</u>	<u>175.90</u>	<u>2,710.70</u>	<u>0.00</u>	<u>4,289.30</u>	<u>61.28</u>
TOTAL Material and Supplies	7,000	175.90	2,710.70	0.00	4,289.30	61.28
<u>Other Services</u>						
01-06-84000 Equipment Maintenance	38,000	450.00	38,706.90	3,546.91 (	4,253.81)	11.19-
01-06-84100 Vehicle Maintenance	32,000	2,522.15	20,549.25	1,385.27	10,065.48	31.45
01-06-84200 Building Maintenance	3,000	694.15	1,302.10	0.00	1,697.90	56.60
01-06-84300 Training & Membership	7,000	61.65	3,423.07	0.00	3,576.93	51.10
01-06-84600 Lease/Rental	6,500	0.00	4,050.00	0.00	2,450.00	37.69
01-06-84700 Telephone	15,000	2,213.79	14,350.22	0.00	649.78	4.33
01-06-84800 Utilities	0	214.68	820.23	0.00 (	820.23)	0.00
01-06-84900 Fuel	25,000	3,399.69	12,264.18	0.00	12,735.82	50.94
01-06-85000 Janitorial Services	19,000	1,262.50	11,362.50	0.00	7,637.50	40.20
01-06-85300 Animal Control	<u>2,500</u>	<u>60.00</u>	<u>640.30</u>	<u>0.00</u>	<u>1,859.70</u>	<u>74.39</u>
TOTAL Other Services	148,000	10,878.61	107,468.75	4,932.18	35,599.07	24.05
<u>Transfers Out</u>						
TOTAL Police Department	2,538,520	185,901.70	1,877,931.04	4,932.18	655,656.70	25.83

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Fire Department =====						
<u>Personnel Services</u>						
01-07-80100 Salary	1,227,606	99,010.73	944,996.56	0.00	282,609.75	23.02
01-07-80200 Overtime	22,000	6,093.33	46,228.26	0.00 (	24,228.26)	110.13-
01-07-80300 FICA/Medicare	18,248	1,524.03	14,464.31	0.00	3,783.70	20.73
01-07-80400 Dental Insurance	7,234	602.84	4,900.84	0.00	2,333.16	32.25
01-07-80500 Health Insurance	179,687	15,281.68	136,247.90	0.00	43,439.10	24.17
01-07-80600 Worker's Comp	35,600	0.00	27,945.72	0.00	7,654.28	21.50
01-07-80700 Unemployment	2,800	0.00	189.44	0.00	2,610.56	93.23
01-07-81000 Fire Pension	171,865	13,804.69	130,280.95	0.00	41,584.33	24.20
01-07-81100 Uniform Allowance	17,000	0.00	8,168.26	0.00	8,831.74	51.95
01-07-81200 Medical Exams	<u>8,400</u>	<u>96.00</u>	<u>881.00</u>	<u>0.00</u>	<u>7,519.00</u>	<u>89.51</u>
TOTAL Personnel Services	1,690,441	136,413.30	1,314,303.24	0.00	376,137.36	22.25
<u>Material and Supplies</u>						
01-07-83000 Material & Supplies	<u>8,000</u>	<u>681.89</u>	<u>6,114.96</u>	<u>0.00</u>	<u>1,885.04</u>	<u>23.56</u>
TOTAL Material and Supplies	8,000	681.89	6,114.96	0.00	1,885.04	23.56
<u>Other Services</u>						
01-07-84000 Equipment Maintenance	10,000	2,937.05	16,759.33	2,563.45 (	9,322.78)	93.23-
01-07-84100 Vehicle Maintenance	12,500	837.70	5,396.87	0.00	7,103.13	56.83
01-07-84200 Building Maintenance	4,000	531.34	3,165.84	0.00	834.16	20.85
01-07-84300 Training & Membership	13,000	1,765.64	7,586.45	0.00	5,413.55	41.64
01-07-84400 Membership	1,500	0.00	876.00	0.00	624.00	41.60
01-07-84500 Fire Department Publication	1,000	0.00	461.00	0.00	539.00	53.90
01-07-84600 Lease/Rental	1,500	0.00	4,050.00	0.00 (	2,550.00)	170.00-
01-07-84700 Telephone	7,100	948.65	6,949.79	0.00	150.21	2.12
01-07-84800 Utilities	2,600	214.68	820.25	0.00	1,779.75	68.45
01-07-84900 Fuel	7,650	1,153.15	3,258.46	0.00	4,391.54	57.41
01-07-85200 EMSA Subsidy	29,464	2,506.68	25,015.46	0.00	4,448.54	15.10
01-07-86850 Software Maintenance	<u>13,100</u>	<u>0.00</u>	<u>2,110.47</u>	<u>0.00</u>	<u>10,989.53</u>	<u>83.89</u>
TOTAL Other Services	103,414	10,894.89	76,449.92	2,563.45	24,400.63	23.60
<u>Transfers Out</u>						
TOTAL Fire Department	1,801,855	147,990.08	1,396,868.12	2,563.45	402,423.03	22.33
City Engineer =====						
<u>Personnel Services</u>						
<u>Other Services</u>						
01-08-86075 Engineering Fees	<u>80,000</u>	<u>12,455.55</u>	<u>84,059.37</u>	<u>47,775.00</u> (	<u>51,834.37)</u>	<u>64.79-</u>
TOTAL Other Services	80,000	12,455.55	84,059.37	47,775.00 (	51,834.37)	64.79-
TOTAL City Engineer	80,000	12,455.55	84,059.37	47,775.00 (	51,834.37)	64.79-

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Street Department						
=====						
<u>Personnel Services</u>						
01-09-80100 Salary	126,987	6,670.19	75,833.96	0.00	51,152.68	40.28
01-09-80200 Overtime	1,500	73.42	1,281.16	0.00	218.84	14.59
01-09-80300 FICA/Medicare	9,715	527.36	5,992.37	0.00	3,722.31	38.32
01-09-80400 Dental Insurance	1,551	86.12	807.77	0.00	743.23	47.92
01-09-80500 Health Insurance	31,500	2,025.99	19,399.45	0.00	12,100.55	38.41
01-09-80600 Worker's Comp	6,855	0.00	5,381.13	0.00	1,473.87	21.50
01-09-80700 Unemployment	600	0.00	369.72	0.00	230.28	38.38
01-09-80800 OMRP Pension	10,438	551.50	5,959.89	0.00	4,478.60	42.90
01-09-80900 Stand By Pay	2,100	150.00	1,216.67	0.00	883.33	42.06
01-09-81100 Uniform Allowance	4,796	256.92	2,184.88	0.00	2,611.12	54.44
01-09-81200 Medical Exams	<u>360</u>	<u>48.00</u>	<u>318.00</u>	<u>0.00</u>	<u>42.00</u>	<u>11.67</u>
TOTAL Personnel Services	196,402	10,389.50	118,745.00	0.00	77,656.81	39.54
<u>Material and Supplies</u>						
01-09-83000 Material & Supplies	9,000	2,462.93	7,318.96	1,429.24	251.80	2.80
01-09-83300 Minor Tools	1,000	254.97	314.47	0.00	685.53	68.55
01-09-83500 Safety Supplies	1,300	7.08	763.20	0.00	536.80	41.29
01-09-83700 Misc. Supplies	<u>250</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>	<u>100.00</u>
TOTAL Material and Supplies	11,550	2,724.98	8,396.63	1,429.24	1,724.13	14.93
<u>Other Services</u>						
01-09-84000 Equipment Maintenance	3,000	0.00	1,152.14	0.00	1,847.86	61.60
01-09-84100 Vehicle Maintenance	4,000	136.48	2,218.78	147.82	1,633.40	40.84
01-09-84600 Lease/Rental	800	0.00	0.00	0.00	800.00	100.00
01-09-84700 Telephone	1,400	190.44	996.24	0.00	403.76	28.84
01-09-84800 Utilities	500	96.35	437.15	0.00	62.85	12.57
01-09-84900 Fuel	7,121	423.68	3,338.83	0.00	3,782.17	53.11
01-09-85350 Emergency Repairs	0	4,825.00	895,623.60	0.00 (	895,623.60)	0.00
01-09-85500 Street Lighting	<u>81,000</u>	<u>6,791.66</u>	<u>63,722.83</u>	<u>0.00</u>	<u>17,277.17</u>	<u>21.33</u>
TOTAL Other Services	97,821	12,463.61	967,489.57	147.82 (	869,816.39)	889.19-
<u>Transfers Out</u>						
TOTAL Street Department	305,773	25,578.09	1,094,631.20	1,577.06 (	790,435.45)	258.50-
Sanitation						
=====						
<u>Personnel Services</u>						
01-10-80100 Salary	421,878	36,071.42	340,454.85	0.00	81,423.45	19.30
01-10-80300 FICA/Medicare	32,274	2,759.47	26,005.02	0.00	6,268.54	19.42
01-10-80400 Dental Insurance	5,168	387.54	3,470.54	0.00	1,697.46	32.85
01-10-80500 Health Insurance	90,026	6,007.53	64,252.88	0.00	25,773.12	28.63
01-10-80600 Worker's Comp	22,845	0.00	17,933.16	0.00	4,911.84	21.50

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-10-80700 Unemployment	2,000	0.00	943.34	0.00	1,056.66	52.83
01-10-80800 OMRP Pension	33,751	2,366.55	24,356.13	0.00	9,394.61	27.84
01-10-81100 Uniform Allowance	7,812	719.72	6,139.32	0.00	1,672.68	21.41
01-10-81200 Medical Exams	500	116.00	485.00	0.00	15.00	3.00
TOTAL Personnel Services	616,254	48,428.23	484,040.24	0.00	132,213.36	21.45
<u>Material and Supplies</u>						
01-10-83000 Material & Supplies	1,500	113.84	926.56	0.00	573.44	38.23
01-10-83500 Safety Supplies	2,000	137.03	1,252.25	0.00	747.75	37.39
01-10-83700 Misc. Supplies	100	0.00	0.00	0.00	100.00	100.00
TOTAL Material and Supplies	3,600	250.87	2,178.81	0.00	1,421.19	39.48
<u>Other Services</u>						
01-10-84000 Equipment Maintenance	500	0.00	542.97	0.00 (	42.97)	8.59-
01-10-84100 Vehicle Maintenance	20,000	1,747.92	8,477.24	173.50	11,349.26	56.75
01-10-84800 Utilities	600	96.35	437.15	0.00	162.85	27.14
01-10-84900 Fuel	12,000	1,839.38	7,965.54	0.00	4,034.46	33.62
01-10-85800 Landfill Disposal	60,000	4,533.84	174,978.44	0.00 (	114,978.44)	191.63-
01-10-85825 Commercial Garbage Disposal	100,000	7,697.03	69,364.15	0.00	30,635.85	30.64
TOTAL Other Services	193,100	15,914.52	261,765.49	173.50 (	68,838.99)	35.65-
<u>Capital Projects</u>						
<u>Transfers Out</u>						
TOTAL Sanitation	812,954	64,593.62	747,984.54	173.50	64,795.56	7.97
Parks Department =====						
<u>Personnel Services</u>						
01-11-80100 Salary	85,684	6,831.15	64,446.02	0.00	21,237.95	24.79
01-11-80300 FICA/Medicare	6,555	522.59	4,930.16	0.00	1,624.99	24.79
01-11-80400 Dental Insurance	1,034	86.12	700.12	0.00	333.88	32.29
01-11-80500 Health Insurance	14,500	1,185.50	10,669.50	0.00	3,830.50	26.42
01-11-80600 Worker's Comp	4,570	0.00	3,587.40	0.00	982.60	21.50
01-11-80700 Unemployment	400	0.00	176.67	0.00	223.33	55.83
01-11-80800 OMRP Pension	6,855	529.16	5,069.00	0.00	1,785.56	26.05
01-11-81100 Uniform Allowance	2,892	274.79	2,277.93	0.00	614.07	21.23
TOTAL Personnel Services	122,490	9,429.31	91,856.80	0.00	30,632.88	25.01
<u>Material and Supplies</u>						
01-11-83000 Material & Supplies	500	0.00	0.00	0.00	500.00	100.00
01-11-83500 Safety Supplies	400	7.08	347.76	0.00	52.24	13.06
TOTAL Material and Supplies	900	7.08	347.76	0.00	552.24	61.36
<u>Other Services</u>						
01-11-84000 Equipment Maintenance	0	0.00	3,807.00	0.00 (	3,807.00)	0.00
01-11-84100 Vehicle Maintenance	600	0.00	53.87	46.13	500.00	83.33

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-11-84900 Fuel	500	0.00	0.00	0.00	500.00	100.00
01-11-85700 Parks Maintenance	13,500	16,848.06	27,576.75	1,518.40 (	15,595.15)	115.52-
01-11-85900 Park Maintenance Contract	<u>125,000</u>	<u>10,602.50</u>	<u>95,422.50</u>	<u>0.00</u>	<u>29,577.50</u>	<u>23.66</u>
TOTAL Other Services	139,600	27,450.56	126,860.12	1,564.53	11,175.35	8.01
<u>Transfers Out</u>						
TOTAL Parks Department	262,990	36,886.95	219,064.68	1,564.53	42,360.47	16.11
Public Works Admin =====						
<u>Personnel Services</u>						
01-12-80100 Salary	134,235	11,538.75	103,242.01	0.00	30,993.18	23.09
01-12-80300 FICA/Medicare	10,362	882.71	7,897.90	0.00	2,464.50	23.78
01-12-80400 Dental Insurance	1,034	86.12	662.94	0.00	371.06	35.89
01-12-80500 Health Insurance	18,500	1,514.09	13,540.54	0.00	4,959.46	26.81
01-12-80600 Worker's Comp	2,400	0.00	1,903.62	0.00	496.38	20.68
01-12-80700 Unemployment	400	0.00	150.21	0.00	249.79	62.45
01-12-80800 OMRF Pension	10,820	905.78	8,155.42	0.00	2,664.28	24.62
01-12-81200 Medical Exams	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>100.00</u>
TOTAL Personnel Services	178,251	14,927.45	135,552.64	0.00	42,698.65	23.95
<u>Material and Supplies</u>						
01-12-83000 Material & Supplies	1,500	26.14	585.12	0.00	914.88	60.99
01-12-83200 Office Supplies	3,000	0.00	262.79	0.00	2,737.21	91.24
01-12-83700 Misc. Supplies	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>100.00</u>
TOTAL Material and Supplies	5,000	26.14	847.91	0.00	4,152.09	83.04
<u>Other Services</u>						
01-12-84000 Equipment Maintenance	3,000	0.00	1,883.38	0.00	1,116.62	37.22
01-12-84100 Vehicle Maintenance	1,500	0.00	442.30	70.01	987.69	65.85
01-12-84200 Building Maintenance	4,000	73.00	3,989.71	0.00	10.29	0.26
01-12-84250 Fueling Station Maintenance	2,000	0.00	0.00	0.00	2,000.00	100.00
01-12-84300 Training & Membership	1,500	179.88	179.88	0.00	1,320.12	88.01
01-12-84600 Lease/Rental	1,500	0.00	971.00	0.00	529.00	35.27
01-12-84700 Telephone	4,000	394.93	2,986.46	0.00	1,013.54	25.34
01-12-84800 Utilities	1,000	96.35	437.15	0.00	562.85	56.29
01-12-84900 Fuel	2,000	898.35	3,057.70	0.00 (	1,057.70)	52.89-
01-12-85000 Janitorial Services	10,140	745.00	6,710.00	0.00	3,430.00	33.83
01-12-86300 Publications	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>100.00</u>
TOTAL Other Services	31,140	2,387.51	20,657.58	70.01	10,412.41	33.44
<u>Capital Projects</u>						
<u>Transfers Out</u>						
TOTAL Public Works Admin	214,391	17,341.10	157,058.13	70.01	57,263.15	26.71

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Material and Supplies</u>						
01-13-83000 Material & Supplies	20,000	2,100.09	14,014.76	0.00	5,985.24	29.93
TOTAL Material and Supplies	20,000	2,100.09	14,014.76	0.00	5,985.24	29.93
<u>Other Services</u>						
01-13-84000 Equipment Maintenance	27,000	1,349.10	17,669.77	2,119.00	7,211.23	26.71
01-13-84200 Building Maintenance	12,000	1,586.50	11,422.96	0.00	577.04	4.81
01-13-84300 Training & Membership	3,000	0.00	1,039.00	0.00	1,961.00	65.37
01-13-84600 Lease/Rental	500	99.00	297.00	0.00	203.00	40.60
01-13-84700 Telephone	6,284	227.09	3,818.13	0.00	2,465.87	39.24
01-13-84800 Utilities	12,000	1,391.57	8,488.40	0.00	3,511.60	29.26
01-13-85000 Janitorial Services	17,000	1,362.50	13,567.50	0.00	3,432.50	20.19
01-13-85400 Bank Charges	34,000	2,744.43	26,403.52	0.00	7,596.48	22.34
01-13-86100 Liability Insurance/Bonds	196,100	0.00	85,165.57	0.00	110,934.43	56.57
01-13-86300 Publications	35,000	1,780.19	12,751.87	0.00	22,248.13	63.57
01-13-86400 Auditing Fees	30,000	0.00	22,116.25	0.00	7,883.75	26.28
01-13-86500 Election Expenses	3,000	0.00	692.87	0.00	2,307.13	76.90
01-13-86600 ACOG Dues	3,000	0.00	2,902.00	0.00	98.00	3.27
01-13-86700 OML Dues	5,800	0.00	0.00	0.00	5,800.00	100.00
01-13-86800 Reassessment Fees	26,500	0.00	27,262.09	0.00 (	762.09)	2.88-
01-13-86900 Postage	4,500	0.00	4,949.84	0.00 (	449.84)	10.00-
01-13-87000 Misc. Expenses	30,000	736.00	33,364.32	0.00 (	3,364.32)	11.21-
01-13-87100 H.R.A.	25,000	4,471.00	16,133.00	0.00	8,867.00	35.47
01-13-87200 Education Scholarship	10,000	0.00	4,286.87	0.00	5,713.13	57.13
TOTAL Other Services	480,684	15,747.38	292,330.96	2,119.00	186,234.04	38.74
<u>Capital Projects</u>						
<u>Transfers Out</u>						
TOTAL General Government	500,684	17,847.47	306,345.72	2,119.00	192,219.28	38.39
Code Department =====						
<u>Personnel Services</u>						
01-14-80100 Salary	191,266	14,198.30	146,130.88	0.00	45,135.59	23.60
01-14-80200 Overtime	0	0.00	2,613.54	0.00 (	2,613.54)	0.00
01-14-80300 FICA/Medicare	14,632	1,086.18	11,379.02	0.00	3,253.36	22.23
01-14-80400 Dental Insurance	1,551	129.18	1,072.01	0.00	478.99	30.88
01-14-80500 Health Insurance	25,400	2,109.96	19,579.26	0.00	5,820.74	22.92
01-14-80600 Worker's Comp	5,330	0.00	4,184.01	0.00	1,145.99	21.50
01-14-80700 Unemployment	600	0.00	111.30	0.00	488.70	81.45
01-14-80800 OMRP Pension	15,294	1,135.86	11,637.04	0.00	3,657.04	23.91
01-14-81100 Uniform Rental	571	41.38	328.79	0.00	242.21	42.42
TOTAL Personnel Services	254,645	18,700.86	197,035.85	0.00	57,609.08	22.62

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Material and Supplies

01-14-83000 Material & Supplies	1,100	162.90	416.88	0.00	683.12	62.10
01-14-83200 Office Supplies	200	0.00	0.00	0.00	200.00	100.00
TOTAL Material and Supplies	1,300	162.90	416.88	0.00	883.12	67.93

Other Services

01-14-84100 Vehicle Maintenance	1,500	89.95	1,119.79	179.67	200.54	13.37
01-14-84300 Training & Membership	1,500	0.00	0.00	0.00	1,500.00	100.00
01-14-84400 Software Agreement	5,443	0.00	2,767.53	0.00	2,675.47	49.15
01-14-84700 Telephone	2,500	497.35	3,449.94	0.00	(949.94)	38.00-
01-14-84800 Utilities	1,000	96.35	437.15	0.00	562.85	56.29
01-14-84900 Fuel	1,300	163.22	606.78	0.00	693.22	53.32
01-14-86010 Abatement Cost	0	0.00	152.00	0.00	(152.00)	0.00
TOTAL Other Services	13,243	846.87	8,533.19	179.67	4,530.14	34.21

Capital Projects

01-14-88850 Life and Safety	4,500	0.00	321.51	0.00	4,178.49	92.86
TOTAL Capital Projects	4,500	0.00	321.51	0.00	4,178.49	92.86

Transfers Out

TOTAL Code Department	273,688	19,710.63	206,307.43	179.67	67,200.83	24.55
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Risk Manager

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Personnel Services

01-15-80100 Salary	110,058	8,737.66	84,294.95	0.00	25,763.36	23.41
01-15-80200 Overtime	1,020	0.00	0.00	0.00	1,020.00	100.00
01-15-80300 FICA/Medicare	8,482	673.40	6,612.38	0.00	1,869.60	22.04
01-15-80400 Dental Insurance	517	43.06	350.06	0.00	166.94	32.29
01-15-80500 Health Insurance	11,019	1,430.12	12,871.08	0.00	(1,852.08)	16.81-
01-15-80600 Worker's Comp	2,285	0.00	1,793.70	0.00	491.30	21.50
01-15-80700 Unemployment	200	0.00	0.00	0.00	200.00	100.00
01-15-80800 OMRF Pension	8,871	699.02	6,691.68	0.00	2,178.82	24.56
01-15-81200 Medical Exams	100	0.00	0.00	0.00	100.00	100.00
TOTAL Personnel Services	142,552	11,583.26	112,613.85	0.00	29,937.94	21.00

Material and Supplies

01-15-83000 Material & Supplies	5,500	0.00	5,152.93	0.00	347.07	6.31
TOTAL Material and Supplies	5,500	0.00	5,152.93	0.00	347.07	6.31

Other Services

01-15-84000 Equipment Maintenance	100	0.00	0.00	0.00	100.00	100.00
01-15-84100 Vehicle Maintenance	1,000	0.00	686.80	0.00	313.20	31.32
01-15-84300 Training & Membership	5,000	242.19	500.71	0.00	4,499.29	89.99
01-15-84700 Telephone	1,800	125.33	795.53	0.00	1,004.47	55.80
01-15-84850 Wellness Program	3,000	0.00	2,069.10	0.00	930.90	31.03

01 -General Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-15-84900 Fuel	<u>800</u>	<u>118.48</u>	<u>408.60</u>	<u>0.00</u>	<u>391.40</u>	<u>48.93</u>
TOTAL Other Services	11,700	486.00	4,460.74	0.00	7,239.26	61.87
<u>Transfers Out</u>						
TOTAL Risk Manager	159,752	12,069.26	122,227.52	0.00	37,524.27	23.49
Information Systems Mgr =====						
<u>Personnel Services</u>						
01-16-80100 Salary	176,101	14,090.42	134,450.56	0.00	41,650.13	23.65
01-16-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-16-80300 FICA/Medicare	14,120	1,093.20	10,423.08	0.00	3,696.62	26.18
01-16-80400 Dental Insurance	1,034	86.12	700.12	0.00	333.88	32.29
01-16-80500 Health Insurance	29,922	2,481.04	22,329.36	0.00	7,592.64	25.37
01-16-80600 Worker's Comp	4,570	0.00	3,587.40	0.00	982.60	21.50
01-16-80700 Unemployment	400	0.00	34.48	0.00	365.52	91.38
01-16-80800 OMRP Pension	14,648	1,143.24	10,813.46	0.00	3,834.60	26.18
01-16-81400 Car Allowance	<u>2,400</u>	<u>200.00</u>	<u>1,800.00</u>	<u>0.00</u>	<u>600.00</u>	<u>25.00</u>
TOTAL Personnel Services	243,694	19,094.02	184,138.46	0.00	59,555.99	24.44
<u>Material and Supplies</u>						
01-16-83000 Material Supplies	<u>4,000</u>	<u>45.87</u>	<u>2,464.83</u>	<u>111.74</u>	<u>1,423.43</u>	<u>35.59</u>
TOTAL Material and Supplies	4,000	45.87	2,464.83	111.74	1,423.43	35.59
<u>Other Services</u>						
01-16-84000 Equipment Maintenance	55,000	654.77	21,729.32	20,690.00	12,580.68	22.87
01-16-84200 Building Maintenance	1,200	0.00	99.00	0.00	1,101.00	91.75
01-16-84300 Training & Membership	11,000	1,119.00	10,444.59	0.00	555.41	5.05
01-16-84600 Lease/Rental	15,000	1,427.93	13,553.62	1,800.00 (	353.62)	2.36-
01-16-84700 Telephone	5,000	531.47	2,885.77	0.00	2,114.23	42.28
01-16-86050 Consulting Fees	<u>8,000</u>	<u>2,500.00</u>	<u>9,290.00</u>	<u>0.00</u> (	<u>1,290.00</u>)	<u>16.13-</u>
TOTAL Other Services	95,200	6,233.17	58,002.30	22,490.00	14,707.70	15.45
<u>Transfers Out</u>						
TOTAL Information Systems Mgr	342,894	25,373.06	244,605.59	22,601.74	75,687.12	22.07
TOTAL EXPENDITURES	8,215,176	627,734.39	7,128,726.29	83,606.14	1,002,843.28	12.21
REVENUE OVER/(UNDER) EXPENDITURES	2	96,056.93	288,140.24 (	83,606.14) (	204,532.10)	6,605.00-

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

02 -Street & Alley
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>197,863</u>	<u>2,362.14</u>	<u>25,196.57</u>	<u>0.00</u>	<u>172,666.43</u>	<u>87.27</u>
TOTAL REVENUES	197,863	2,362.14	25,196.57	0.00	172,666.43	87.27
<u>EXPENDITURE SUMMARY</u>						
Streets & Alley	<u>197,863</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>197,863.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	197,863	0.00	0.00	0.00	197,863.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	2,362.14	25,196.57	0.00 (	25,196.57)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

02 -Street & Alley

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Intergovernmental</u>						
02-00-73400 Gasoline Tax	7,000	527.38	4,457.51	0.00	2,542.49	36.32
02-00-73450 Motor Vehicle License	<u>27,000</u>	<u>1,810.01</u>	<u>20,527.01</u>	<u>0.00</u>	<u>6,472.99</u>	<u>23.97</u>
TOTAL Intergovernmental	34,000	2,337.39	24,984.52	0.00	9,015.48	26.52
<u>Investment Earnings</u>						
02-00-78500 Interest Income	<u>2,000</u>	<u>24.75</u>	<u>212.05</u>	<u>0.00</u>	<u>1,787.95</u>	<u>89.40</u>
TOTAL Investment Earnings	2,000	24.75	212.05	0.00	1,787.95	89.40
<u>Fund Balance Carryover</u>						
02-00-79800 Carryover	<u>161,863</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>161,863.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>161,863</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>161,863.00</u>	<u>100.00</u>
TOTAL Revenues	197,863	2,362.14	25,196.57	0.00	172,666.43	87.27
TOTAL REVENUE	197,863	2,362.14	25,196.57	0.00	172,666.43	87.27

02 -Street & Alley

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets & Alley =====						
<u>Material and Supplies</u>						
02-09-83000 Material & Supplies	<u>45,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>45,000.00</u>	<u>100.00</u>
TOTAL Material and Supplies	45,000	0.00	0.00	0.00	45,000.00	100.00
<u>Other Services</u>						
02-09-84000 Equipment Maintenance	5,000	0.00	0.00	0.00	5,000.00	100.00
02-09-84100 Vehicle Maintenance	5,000	0.00	0.00	0.00	5,000.00	100.00
02-09-84600 Lease/Rental	5,000	0.00	0.00	0.00	5,000.00	100.00
02-09-85800 Contingency	<u>137,863</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>137,863.00</u>	<u>100.00</u>
TOTAL Other Services	152,863	0.00	0.00	0.00	152,863.00	100.00
TOTAL Streets & Alley	197,863	0.00	0.00	0.00	197,863.00	100.00
TOTAL EXPENDITURES	197,863	0.00	0.00	0.00	197,863.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	2,362.14	25,196.57	0.00 (	25,196.57)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

4.h.b

03 -Designated Fds-Fire & Gen
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>3,322</u>	<u>0.48</u>	<u>254.17</u>	<u>0.00</u>	<u>3,067.83</u>	<u>92.35</u>
TOTAL REVENUES	3,322	0.48	254.17	0.00	3,067.83	92.35
<u>EXPENDITURE SUMMARY</u>						
Fire Department	<u>3,322</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,322.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	3,322	0.00	0.00	0.00	3,322.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.48	254.17	0.00 (	254.17)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
03-00-78500 Interest Income	<u>0</u>	<u>0.48</u>	<u>4.17</u>	<u>0.00</u>	(<u>4.17</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	0.48	4.17	0.00	(4.17)	0.00
<u>Miscellaneous Revenue</u>						
03-00-79507 Revenue - Fire	<u>0</u>	<u>0.00</u>	<u>250.00</u>	<u>0.00</u>	(<u>250.00</u>)	<u>0.00</u>
TOTAL Miscellaneous Revenue	0	0.00	250.00	0.00	(250.00)	0.00
<u>Fund Balance Carryover</u>						
03-00-79807 Carryover	<u>3,322</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,322.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>3,322</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,322.00</u>	<u>100.00</u>
TOTAL Revenues	3,322	0.48	254.17	0.00	3,067.83	92.35
TOTAL REVENUE	3,322	0.48	254.17	0.00	3,067.83	92.35

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
Fire Department =====						
<u>Material and Supplies</u>						
03-07-83000 Material & Supplies	3,322	0.00	0.00	0.00	3,322.00	100.00
TOTAL Material and Supplies	3,322	0.00	0.00	0.00	3,322.00	100.00
<u>Other Services</u>						
<u>Capital Projects</u>						
TOTAL Fire Department	3,322	0.00	0.00	0.00	3,322.00	100.00
Public Works =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
General Government =====						
<u>Material and Supplies</u>						
TOTAL EXPENDITURES	3,322	0.00	0.00	0.00	3,322.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.48	254.17	0.00 (	254.17)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

4.h.b

04 -Designated Funds-Police
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>63,626</u>	<u>9.08</u>	<u>6,087.56</u>	<u>0.00</u>	<u>57,538.44</u>	<u>90.43</u>
TOTAL REVENUES	63,626	9.08	6,087.56	0.00	57,538.44	90.43
<u>EXPENDITURE SUMMARY</u>						
Police Department	<u>63,626</u>	<u>0.00</u>	<u>507.21</u>	<u>0.00</u>	<u>63,118.79</u>	<u>99.20</u>
TOTAL EXPENDITURES	63,626	0.00	507.21	0.00	63,118.79	99.20
REVENUE OVER/ (UNDER) EXPENDITURES	0	9.08	5,580.35	0.00 (	5,580.35)	0.00

Attachment: RG REV & EXP W-ENC (ROLL) - 2008 (5074 : 4 h Finance Director's Report)

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

04 -Designated Funds-Police

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
04-00-78500 Interest Income	0	9.08	77.34	0.00	(77.34)	0.00
TOTAL Investment Earnings	0	9.08	77.34	0.00	(77.34)	0.00
<u>Miscellaneous Revenue</u>						
04-00-79300 Animal Control Revenue	0	0.00	5,000.00	0.00	(5,000.00)	0.00
04-00-79506 Revenue - Police	750	0.00	1,010.22	0.00	(260.22)	34.70-
TOTAL Miscellaneous Revenue	750	0.00	6,010.22	0.00	(5,260.22)	701.36-
<u>Fund Balance Carryover</u>						
04-00-79806 Carryover - Police Dept	62,876	0.00	0.00	0.00	62,876.00	100.00
TOTAL Fund Balance Carryover	62,876	0.00	0.00	0.00	62,876.00	100.00
TOTAL Revenues	63,626	9.08	6,087.56	0.00	57,538.44	90.43
TOTAL REVENUE	63,626	9.08	6,087.56	0.00	57,538.44	90.43

04 -Designated Funds-Police

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
<u>Material and Supplies</u>						
04-06-83000 Material & Supplies	29,375	0.00	494.22	0.00	28,880.78	98.32
04-06-83300 Animal Control Supplies	<u>34,251</u>	<u>0.00</u>	<u>12.99</u>	<u>0.00</u>	<u>34,238.01</u>	<u>99.96</u>
TOTAL Material and Supplies	63,626	0.00	507.21	0.00	63,118.79	99.20
<u>Other Services</u>						
TOTAL Police Department	63,626	0.00	507.21	0.00	63,118.79	99.20
TOTAL EXPENDITURES	63,626	0.00	507.21	0.00	63,118.79	99.20
REVENUE OVER/(UNDER) EXPENDITURES	0	9.08	5,580.35	0.00 (	5,580.35)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

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05 -Designated Funds-PW
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>2,214</u>	<u>0.30</u>	<u>202.70</u>	<u>0.00</u>	<u>2,011.30</u>	<u>90.84</u>
TOTAL REVENUES	2,214	0.30	202.70	0.00	2,011.30	90.84
<u>EXPENDITURE SUMMARY</u>						
Public Works	<u>2,214</u>	<u>0.00</u>	<u>110.00</u>	<u>0.00</u>	<u>2,104.00</u>	<u>95.03</u>
TOTAL EXPENDITURES	2,214	0.00	110.00	0.00	2,104.00	95.03
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.30	92.70	0.00 (	92.70)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

05 -Designated Funds-PW

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
05-00-78500 Interest Income	<u>0</u>	<u>0.30</u>	<u>2.70</u>	<u>0.00</u>	(<u>2.70</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	0.30	2.70	0.00	(2.70)	0.00
<u>Miscellaneous Revenue</u>						
05-00-79512 Revenue - Public Works	<u>150</u>	<u>0.00</u>	<u>200.00</u>	<u>0.00</u>	(<u>50.00</u>)	<u>33.33-</u>
TOTAL Miscellaneous Revenue	150	0.00	200.00	0.00	(50.00)	33.33-
<u>Fund Balance Carryover</u>						
05-00-79812 Carryover	<u>2,064</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,064.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>2,064</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,064.00</u>	<u>100.00</u>
TOTAL Revenues	2,214	0.30	202.70	0.00	2,011.30	90.84
TOTAL REVENUE	2,214	0.30	202.70	0.00	2,011.30	90.84

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

05 -Designated Funds-PW

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Public Works =====						
<u>Material and Supplies</u>						
05-12-83000 Material & Supplies	<u>2,214</u>	<u>0.00</u>	<u>110.00</u>	<u>0.00</u>	<u>2,104.00</u>	<u>95.03</u>
TOTAL Material and Supplies	2,214	0.00	110.00	0.00	2,104.00	95.03
TOTAL Public Works	2,214	0.00	110.00	0.00	2,104.00	95.03
TOTAL EXPENDITURES	2,214	0.00	110.00	0.00	2,104.00	95.03
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.30	92.70	0.00 (	92.70)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

06 -Municipal Authority
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Municipal Auth Revenue	<u>4,007,643</u>	<u>252,551.16</u>	<u>3,251,948.77</u>	<u>0.00</u>	<u>755,694.68</u>	<u>18.86</u>
TOTAL REVENUES	4,007,643	252,551.16	3,251,948.77	0.00	755,694.68	18.86
<u>EXPENDITURE SUMMARY</u>						
Municipal Authority	<u>4,007,643</u>	<u>325,708.69</u>	<u>3,112,978.63</u>	<u>9,736.64</u>	<u>884,928.18</u>	<u>22.08</u>
TOTAL EXPENDITURES	4,007,643	325,708.69	3,112,978.63	9,736.64	884,928.18	22.08
REVENUE OVER/(UNDER) EXPENDITURES	0 (	73,157.53)	138,970.14 (	9,736.64) (	129,233.50)	0.00

06 -Municipal Authority

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Municipal Auth Revenue</u> =====						
<u>Water</u>						
06-00-75300 Water Revenue	<u>2,716,937</u>	<u>153,285.23</u>	<u>2,210,157.76</u>	<u>0.00</u>	<u>506,779.24</u>	<u>18.65</u>
TOTAL Water	2,716,937	153,285.23	2,210,157.76	0.00	506,779.24	18.65
<u>Wastewater</u>						
06-00-75700 Sewer Revenue	324,520	26,121.74	265,352.97	0.00	59,167.03	18.23
06-00-75800 OKC Sewer Charges Revenue	<u>868,606</u>	<u>68,985.69</u>	<u>749,545.33</u>	<u>0.00</u>	<u>119,060.67</u>	<u>13.71</u>
TOTAL Wastewater	1,193,126	95,107.43	1,014,898.30	0.00	178,227.70	14.94
<u>Water Taps</u>						
06-00-75900 Water Tap Revenue	<u>27,578</u>	<u>2,745.00</u>	<u>11,513.74</u>	<u>0.00</u>	<u>16,064.26</u>	<u>58.25</u>
TOTAL Water Taps	27,578	2,745.00	11,513.74	0.00	16,064.26	58.25
<u>Fines & Forfeits</u>						
06-00-76000 MXU Installation	<u>320</u>	<u>0.00</u>	<u>165.00</u>	<u>0.00</u>	<u>155.00</u>	<u>48.44</u>
TOTAL Fines & Forfeits	320	0.00	165.00	0.00	155.00	48.44
<u>Penalties</u>						
06-00-77750 Penalty Charges	<u>17,632</u>	<u>965.02</u>	<u>1,798.81</u>	<u>0.00</u>	<u>15,833.19</u>	<u>89.80</u>
TOTAL Penalties	17,632	965.02	1,798.81	0.00	15,833.19	89.80
<u>Investment Earnings</u>						
06-00-78200 Interest Income	<u>22,064</u>	<u>173.48</u>	<u>2,387.69</u>	<u>0.00</u>	<u>19,676.31</u>	<u>89.18</u>
TOTAL Investment Earnings	22,064	173.48	2,387.69	0.00	19,676.31	89.18
<u>Miscellaneous Revenue</u>						
06-00-79100 Misc Income	<u>5,691</u>	<u>275.00</u>	<u>11,027.47</u>	<u>0.00</u>	<u>(5,336.47)</u>	<u>93.77-</u>
TOTAL Miscellaneous Revenue	5,691	275.00	11,027.47	0.00	(5,336.47)	93.77-
<u>Fund Balance Carryover</u>						
06-00-79800 Carryover	<u>24,295</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,295.45</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>24,295</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,295.45</u>	<u>100.00</u>
TOTAL Municipal Auth Revenue	4,007,643	252,551.16	3,251,948.77	0.00	755,694.68	18.86
TOTAL REVENUE	4,007,643	252,551.16	3,251,948.77	0.00	755,694.68	18.86

06 -Municipal Authority

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Mun Auth Engineering

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Other Services

Municipal Authority

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Personnel Services

06-12-80100 Salary	510,263	39,142.92	395,808.91	0.00	114,453.83	22.43
06-12-80200 Overtime	4,000	185.84	6,875.25	0.00 (	2,875.25)	71.88-
06-12-80300 FICA/Medicare	39,035	3,048.08	31,193.15	0.00	7,841.94	20.09
06-12-80400 Dental Insurance	4,750	344.48	3,230.17	0.00	1,519.83	32.00
06-12-80500 Health Insurance	86,920	7,023.31	66,457.06	0.00	20,462.94	23.54
06-12-80600 Workers Comp	14,465	0.00	11,354.91	0.00	3,110.09	21.50
06-12-80700 Unemployment	1,800	0.00	687.54	0.00	1,112.46	61.80
06-12-80800 OMRP Pension	41,381	3,164.97	32,157.40	0.00	9,223.22	22.29
06-12-80900 Stand by Pay	5,800	450.00	4,483.33	0.00	1,316.67	22.70
06-12-81100 Uniform Rental	6,200	553.26	5,050.24	0.00	1,149.76	18.54
06-12-81200 Medical Exams	500	0.00	48.00	0.00	452.00	90.40
TOTAL Personnel Services	715,113	53,912.86	557,345.96	0.00	157,767.49	22.06

Material and Supplies

06-12-83000 Materials & Supplies	32,000	3,506.58	20,736.89	6,096.18	5,166.93	16.15
06-12-83200 Office Supplies	1,500	0.00	1,190.32	0.00	309.68	20.65
06-12-83300 Minor Tools	2,000	0.00	851.84	0.00	1,148.16	57.41
06-12-83400 Lab Chemicals	4,100	0.00	588.45	711.55	2,800.00	68.29
06-12-83500 Safety Supplies	2,600	326.94	2,465.72	130.00	4.28	0.16
06-12-83700 Misc Supplies	500	0.00	224.95	0.00	275.05	55.01
TOTAL Material and Supplies	42,700	3,833.52	26,058.17	6,937.73	9,704.10	22.73

Other Services

06-12-84000 Equipment Maintenance	5,000	2,519.30	5,723.65	150.00 (	873.65)	17.47-
06-12-84100 Vehicle Maintenance	10,000	782.92	7,647.74	0.00	2,352.26	23.52
06-12-84300 Training & Membership	10,000	1,234.88	4,096.88	0.00	5,903.12	59.03
06-12-84400 Software Agreements	17,150	0.00	11,302.12	0.00	5,847.88	34.10
06-12-84500 Well Maintenance	55,000	1,922.38	29,424.69	2,232.91	23,342.40	42.44
06-12-84550 Water Quality Testing	15,000	100.00	12,037.00	416.00	2,547.00	16.98
06-12-84600 Equipment Rental	1,000	74.95	981.20	0.00	18.80	1.88
06-12-84650 Lease Agreements	41,080	0.00	39,460.46	0.00	1,619.54	3.94
06-12-84700 Telephone	12,000	1,332.89	7,279.23	0.00	4,720.77	39.34
06-12-84800 Utilities	160,000	10,554.43	134,902.85	0.00	25,097.15	15.69
06-12-84900 Fuel	21,000	3,764.73	16,082.18	0.00	4,917.82	23.42
06-12-84950 Printing & Processing - Uti	13,000	1,165.17	11,405.01	0.00	1,594.99	12.27
06-12-85350 Emergency Repairs	5,000	0.00	0.00	0.00	5,000.00	100.00
06-12-86400 Auditing Fees	27,500	0.00	18,716.24	0.00	8,783.76	31.94
06-12-87700 OKC Sewer Charges	550,000	52,252.32	500,190.19	0.00	49,809.81	9.06

06 -Municipal Authority

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
06-12-87800 Leasehold Transfer	<u>2,307,100</u>	<u>192,258.34</u>	<u>1,730,325.06</u>	<u>0.00</u>	<u>576,774.94</u>	<u>25.00</u>
TOTAL Other Services	3,249,830	267,962.31	2,529,574.50	2,798.91	717,456.59	22.08
<u>Transfers Out</u>						
TOTAL Municipal Authority	4,007,643	325,708.69	3,112,978.63	9,736.64	884,928.18	22.08
General Government =====						
<u>Personnel Services</u>						
<u>Transfers Out</u>						
TOTAL EXPENDITURES	4,007,643	325,708.69	3,112,978.63	9,736.64	884,928.18	22.08
REVENUE OVER/(UNDER) EXPENDITURES	0 (	73,157.53)	138,970.14 (	9,736.64) (	129,233.50)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

07 -General Fund - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Gen Fund - CIP Revenue	<u>1,295,500</u>	<u>10,060.35</u>	<u>18,158.72</u>	<u>0.00</u>	<u>1,277,341.28</u>	<u>98.60</u>
TOTAL REVENUES	1,295,500	10,060.35	18,158.72	0.00	1,277,341.28	98.60
<u>EXPENDITURE SUMMARY</u>						
City Manager/Clerk	51,422	0.00	0.00	0.00	51,422.00	100.00
Police Department	157,505	2,954.95	37,252.08	5,769.22	114,483.70	72.69
Fire Department	396,537	0.00	2,761.99	10,898.50	382,876.51	96.56
Streets	54,601	0.00	0.00	0.00	54,601.00	100.00
Sanitation	318,246	0.00	0.00	0.00	318,246.00	100.00
Parks Department	103,891	0.00	0.00	0.00	103,891.00	100.00
Public Works Admin	28	0.00	0.00	0.00	28.00	100.00
Code Department	18,811	0.00	0.00	0.00	18,811.00	100.00
Risk Manager	29,441	0.00	0.00	0.00	29,441.00	100.00
Information Systems Mgr	<u>165,018</u>	<u>0.00</u>	<u>990.00</u>	<u>5,000.00</u>	<u>159,028.00</u>	<u>96.37</u>
TOTAL EXPENDITURES	1,295,500	2,954.95	41,004.07	21,667.72	1,232,828.21	95.16
REVENUE OVER/(UNDER) EXPENDITURES	0	7,105.40 (	22,845.35) (	21,667.72)	44,513.07	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

07 -General Fund - CIP

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Gen Fund - CIP Revenue						
=====						
<u>Intergovernmental</u>						
07-00-73950 Resale of Property	<u>0</u>	<u>10,000.00</u>	<u>16,292.46</u>	<u>0.00</u>	(<u>16,292.46</u>)	<u>0.00</u>
TOTAL Intergovernmental	0	10,000.00	16,292.46	0.00	(16,292.46)	0.00
<u>Investment Earnings</u>						
07-00-78500 Interest Earnings	<u>0</u>	<u>60.35</u>	<u>1,866.26</u>	<u>0.00</u>	(<u>1,866.26</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	60.35	1,866.26	0.00	(1,866.26)	0.00
<u>Fund Balance Carryover</u>						
07-00-79800 Carryover	<u>1,295,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,295,500.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	1,295,500	0.00	0.00	0.00	1,295,500.00	100.00
<u>Transfers</u>						
TOTAL Gen Fund - CIP Revenue	<u>1,295,500</u>	<u>10,060.35</u>	<u>18,158.72</u>	<u>0.00</u>	<u>1,277,341.28</u>	<u>98.60</u>
TOTAL REVENUE	1,295,500	10,060.35	18,158.72	0.00	1,277,341.28	98.60

07 -General Fund - CIP

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Manager/Clerk =====						
<u>Capital Projects</u>						
07-02-88400 Capital Imp-Software	25,711	0.00	0.00	0.00	25,711.00	100.00
07-02-88500 Capital Imp-Equipment	<u>25,711</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,711.00</u>	<u>100.00</u>
TOTAL Capital Projects	51,422	0.00	0.00	0.00	51,422.00	100.00
TOTAL City Manager/Clerk	51,422	0.00	0.00	0.00	51,422.00	100.00
Municipal Court =====						
<u>Capital Projects</u>						
Police Department =====						
<u>Capital Projects</u>						
07-06-88100 Capital Outlay - Vehicles	0	2,954.95	10,177.51	0.00 (	10,177.51)	0.00
07-06-88200 Capital Imp-Furniture	3,966	0.00	0.00	0.00	3,966.00	100.00
07-06-88400 Capital Imp-Software	8,180	0.00	0.00	0.00	8,180.00	100.00
07-06-88500 Capital Imp-Equipment	33,181	0.00	27,074.57	0.00	6,106.43	18.40
07-06-88600 Capital Imp-Radios	97,222	0.00	0.00	5,769.22	91,452.78	94.07
07-06-88700 Capital Imp-Guns	<u>14,956</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,956.00</u>	<u>100.00</u>
TOTAL Capital Projects	157,505	2,954.95	37,252.08	5,769.22	114,483.70	72.69
TOTAL Police Department	157,505	2,954.95	37,252.08	5,769.22	114,483.70	72.69
Fire Department =====						
<u>Capital Projects</u>						
07-07-88100 Capital Outlay - Vehicles	228,806	0.00	0.00	0.00	228,806.00	100.00
07-07-88200 Capital Imp-Furniture	5,541	0.00	0.00	0.00	5,541.00	100.00
07-07-88400 Capital Imp-Software	3,007	0.00	0.00	0.00	3,007.00	100.00
07-07-88500 Capital Imp-Equipment	77,986	0.00	2,761.99	0.00	75,224.01	96.46
07-07-88600 Capital Imp-Radios	22,443	0.00	0.00	0.00	22,443.00	100.00
07-07-88800 Capital Imp-Medical	4,530	0.00	0.00	0.00	4,530.00	100.00
07-07-88900 Capital Imp-SCBA	35,812	0.00	0.00	10,898.50	24,913.50	69.57
07-07-89100 Capital Imp - Fire Hose	<u>18,412</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,412.00</u>	<u>100.00</u>
TOTAL Capital Projects	396,537	0.00	2,761.99	10,898.50	382,876.51	96.56
TOTAL Fire Department	396,537	0.00	2,761.99	10,898.50	382,876.51	96.56

07 -General Fund - CIP

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets =====						
<u>Capital Projects</u>						
07-09-88100 Capital Outlay - Vehicles	20,000	0.00	0.00	0.00	20,000.00	100.00
07-09-88500 Capital Imp-Equipment	20,000	0.00	0.00	0.00	20,000.00	100.00
07-09-89200 Capital Imp-Monument Entry	<u>14,601</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,601.00</u>	<u>100.00</u>
TOTAL Capital Projects	54,601	0.00	0.00	0.00	54,601.00	100.00
TOTAL Streets	54,601	0.00	0.00	0.00	54,601.00	100.00
Sanitation =====						
<u>Capital Projects</u>						
07-10-88100 Capital Imp - Vehicles	<u>318,246</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>318,246.00</u>	<u>100.00</u>
TOTAL Capital Projects	318,246	0.00	0.00	0.00	318,246.00	100.00
TOTAL Sanitation	318,246	0.00	0.00	0.00	318,246.00	100.00
Parks Department =====						
<u>Capital Projects</u>						
07-11-88100 Capital Outlay - Vehicles	13,943	0.00	0.00	0.00	13,943.00	100.00
07-11-88200 Capital Imp-Furniture	22,851	0.00	0.00	0.00	22,851.00	100.00
07-11-88500 Capital Imp-Equipment	<u>67,097</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>67,097.00</u>	<u>100.00</u>
TOTAL Capital Projects	103,891	0.00	0.00	0.00	103,891.00	100.00
TOTAL Parks Department	103,891	0.00	0.00	0.00	103,891.00	100.00
Public Works Admin =====						
<u>Capital Projects</u>						
07-12-88100 Capital Outlay - Vehicles	<u>28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>28.00</u>	<u>100.00</u>
TOTAL Capital Projects	28	0.00	0.00	0.00	28.00	100.00
TOTAL Public Works Admin	28	0.00	0.00	0.00	28.00	100.00

07 -General Fund - CIP

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
Code Department =====						
<u>Capital Projects</u>						
07-14-88100 Capital Outlay - Vehicles	15,000	0.00	0.00	0.00	15,000.00	100.00
07-14-88400 Capital Imp-Software	<u>3,811</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,811.00</u>	<u>100.00</u>
TOTAL Capital Projects	18,811	0.00	0.00	0.00	18,811.00	100.00
TOTAL Code Department	18,811	0.00	0.00	0.00	18,811.00	100.00
Risk Manager =====						
<u>Capital Projects</u>						
07-15-88100 Capital Outlay - Vehicles	19,511	0.00	0.00	0.00	19,511.00	100.00
07-15-88200 Capital Imp-Furniture	1,604	0.00	0.00	0.00	1,604.00	100.00
07-15-88500 Capital Imp-Equipment	<u>8,326</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,326.00</u>	<u>100.00</u>
TOTAL Capital Projects	29,441	0.00	0.00	0.00	29,441.00	100.00
TOTAL Risk Manager	29,441	0.00	0.00	0.00	29,441.00	100.00
Information Systems Mgr =====						
<u>Capital Projects</u>						
07-16-88200 Capital Imp-Furniture	1,574	0.00	0.00	0.00	1,574.00	100.00
07-16-88300 Capital Imp-Computers	141,282	0.00	990.00	5,000.00	135,292.00	95.76
07-16-88400 Capital Outlay - Software	7,142	0.00	0.00	0.00	7,142.00	100.00
07-16-88500 Capital Imp-Equipment	<u>15,020</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,020.00</u>	<u>100.00</u>
TOTAL Capital Projects	165,018	0.00	990.00	5,000.00	159,028.00	96.37
TOTAL Information Systems Mgr	165,018	0.00	990.00	5,000.00	159,028.00	96.37
TOTAL EXPENDITURES	1,295,500	2,954.95	41,004.07	21,667.72	1,232,828.21	95.16
REVENUE OVER/(UNDER) EXPENDITURES	0	7,105.40 (	22,845.35) (	21,667.72)	44,513.07	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

08 -Sinking Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Undesignated	<u>4,556,488</u>	<u>396,040.58</u>	<u>4,300,382.78</u>	<u>0.00</u>	<u>256,105.22</u>	<u>5.62</u>
TOTAL REVENUES	4,556,488	396,040.58	4,300,382.78	0.00	256,105.22	5.62
<u>EXPENDITURE SUMMARY</u>						
General Government	<u>4,556,488</u>	<u>26.52</u>	<u>818,965.42</u>	<u>0.00</u>	<u>3,737,522.58</u>	<u>82.03</u>
TOTAL EXPENDITURES	4,556,488	26.52	818,965.42	0.00	3,737,522.58	82.03
REVENUE OVER/ (UNDER) EXPENDITURES	0	396,014.06	3,481,417.36	0.00 (	3,481,417.36)	0.00

08 -Sinking Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
<u>Property Tax Spec Purpos</u>						
08-00-71650 Ad Valorem Tax Revenue	<u>4,539,488</u>	<u>395,998.39</u>	<u>4,289,972.98</u>	<u>0.00</u>	<u>249,515.02</u>	<u>5.50</u>
TOTAL Property Tax Spec Purpos	4,539,488	395,998.39	4,289,972.98	0.00	249,515.02	5.50
<u>Investment Earnings</u>						
08-00-78500 Interest Earned	<u>17,000</u>	<u>42.19</u>	<u>10,409.80</u>	<u>0.00</u>	<u>6,590.20</u>	<u>38.77</u>
TOTAL Investment Earnings	17,000	42.19	10,409.80	0.00	6,590.20	38.77
<u>Fund Balance Carryover</u>						
TOTAL Undesignated	<u>4,556,488</u>	<u>396,040.58</u>	<u>4,300,382.78</u>	<u>0.00</u>	<u>256,105.22</u>	<u>5.62</u>
TOTAL REVENUE	4,556,488	396,040.58	4,300,382.78	0.00	256,105.22	5.62

08 -Sinking Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Other Services</u>						
08-13-85400 Bank Charges	<u>1,000</u>	<u>26.52</u>	<u>521.67</u>	<u>0.00</u>	<u>478.33</u>	<u>47.83</u>
TOTAL Other Services	1,000	26.52	521.67	0.00	478.33	47.83
<u>Capital Projects</u>						
08-13-91000 Principle Payments - GO Bon	3,560,000	0.00	450,000.00	0.00	3,110,000.00	87.36
08-13-92000 Interest Payments on GO Bon	991,738	0.00	366,493.75	0.00	625,244.25	63.05
08-13-93000 Fiscal Charges - Trustee	<u>3,750</u>	<u>0.00</u>	<u>1,950.00</u>	<u>0.00</u>	<u>1,800.00</u>	<u>48.00</u>
TOTAL Capital Projects	4,555,488	0.00	818,443.75	0.00	3,737,044.25	82.03
TOTAL General Government	4,556,488	26.52	818,965.42	0.00	3,737,522.58	82.03
TOTAL EXPENDITURES	4,556,488	26.52	818,965.42	0.00	3,737,522.58	82.03
REVENUE OVER/(UNDER) EXPENDITURES	0	396,014.06	3,481,417.36	0.00 (	3,481,417.36)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

4.h.b

09 -Meter Deposits
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>					

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

4.h.b

09 -Meter Deposits

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
Investment Earnings						

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

10 -911 Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
911 Fund Revenues	<u>51,318</u>	<u>713.02</u>	<u>6,500.85</u>	<u>0.00</u>	<u>44,817.15</u>	<u>87.33</u>
TOTAL REVENUES	51,318	713.02	6,500.85	0.00	44,817.15	87.33
<u>EXPENDITURE SUMMARY</u>						
General Government	500	0.00	0.00	0.00	500.00	100.00
911 Association	<u>50,818</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,818.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	51,318	0.00	0.00	0.00	51,318.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	713.02	6,500.85	0.00 (	6,500.85)	0.00

10 -911 Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
911 Fund Revenues						
=====						
<u>Property Tax Spec Purpos</u>						
10-00-71800 911 ASSOCIATION	<u>8,000</u>	<u>706.48</u>	<u>6,444.88</u>	<u>0.00</u>	<u>1,555.12</u>	<u>19.44</u>
TOTAL Property Tax Spec Purpos	8,000	706.48	6,444.88	0.00	1,555.12	19.44
<u>Investment Earnings</u>						
10-00-78500 Interest Income	<u>10</u>	<u>6.54</u>	<u>55.97</u>	<u>0.00</u>	(<u>45.97</u>)	<u>459.70-</u>
TOTAL Investment Earnings	10	6.54	55.97	0.00	(45.97)	459.70-
<u>Fund Balance Carryover</u>						
10-00-79800 Carryover	<u>43,308</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>43,308.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>43,308</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>43,308.00</u>	<u>100.00</u>
TOTAL 911 Fund Revenues	51,318	713.02	6,500.85	0.00	44,817.15	87.33
TOTAL REVENUE	51,318	713.02	6,500.85	0.00	44,817.15	87.33

10 -911 Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Material and Supplies</u>						
10-13-83000 MATERIAL & SUPPLIES	500	0.00	0.00	0.00	500.00	100.00
TOTAL Material and Supplies	500	0.00	0.00	0.00	500.00	100.00
<u>Other Services</u>						
TOTAL General Government	500	0.00	0.00	0.00	500.00	100.00
911 Association =====						
<u>Other Services</u>						
10-26-85800 Contingency	50,818	0.00	0.00	0.00	50,818.00	100.00
TOTAL Other Services	50,818	0.00	0.00	0.00	50,818.00	100.00
TOTAL 911 Association	50,818	0.00	0.00	0.00	50,818.00	100.00
TOTAL EXPENDITURES	51,318	0.00	0.00	0.00	51,318.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	713.02	6,500.85	0.00 (	6,500.85)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

11 -Impound Fee Police Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Impound Fee Fund	<u>24,289</u>	<u>402.97</u>	<u>1,326.17</u>	<u>0.00</u>	<u>22,962.83</u>	<u>94.54</u>
TOTAL REVENUES	24,289	402.97	1,326.17	0.00	22,962.83	94.54
<u>EXPENDITURE SUMMARY</u>						
Police Dept	<u>24,289</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,289.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	24,289	0.00	0.00	0.00	24,289.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	402.97	1,326.17	0.00 (	1,326.17)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Impound Fee Fund =====						
<u>Fines & Forfeits</u>						
11-00-76350 Police Impound Fees	3,500	400.00	1,300.00	0.00	2,200.00	62.86
TOTAL Fines & Forfeits	3,500	400.00	1,300.00	0.00	2,200.00	62.86
<u>Investment Earnings</u>						
11-00-78500 Interest Income	250	2.97	26.17	0.00	223.83	89.53
TOTAL Investment Earnings	250	2.97	26.17	0.00	223.83	89.53
<u>Fund Balance Carryover</u>						
11-00-79800 Carryover	20,539	0.00	0.00	0.00	20,539.00	100.00
TOTAL Fund Balance Carryover	20,539	0.00	0.00	0.00	20,539.00	100.00
TOTAL Impound Fee Fund	24,289	402.97	1,326.17	0.00	22,962.83	94.54
TOTAL REVENUE	24,289	402.97	1,326.17	0.00	22,962.83	94.54

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Dept =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
11-06-84000 Equipment Maintenance	5,000	0.00	0.00	0.00	5,000.00	100.00
11-06-86850 Software Maintenance	4,000	0.00	0.00	0.00	4,000.00	100.00
11-06-86875 Maintenance - Auto Lic Read	<u>15,289</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,289.00</u>	<u>100.00</u>
TOTAL Other Services	24,289	0.00	0.00	0.00	24,289.00	100.00
TOTAL Police Dept	24,289	0.00	0.00	0.00	24,289.00	100.00
TOTAL EXPENDITURES	24,289	0.00	0.00	0.00	24,289.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	402.97	1,326.17	0.00 (	1,326.17)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

13 -Municipal Authority - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
NHMA CIP - Revenues	<u>1,569,699</u>	<u>48.79</u>	<u>10,053.09</u>	<u>0.00</u>	<u>1,559,645.91</u>	<u>99.36</u>
TOTAL REVENUES	1,569,699	48.79	10,053.09	0.00	1,559,645.91	99.36
<u>EXPENDITURE SUMMARY</u>						
General Government	1,559,718	0.00	58,332.65	0.00	1,501,385.35	96.26
Information Systems	<u>9,981</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,981.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	1,569,699	0.00	58,332.65	0.00	1,511,366.35	96.28
REVENUE OVER/(UNDER) EXPENDITURES	0	48.79 (	48,279.56)	0.00	48,279.56	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
NHMA CIP - Revenues =====						
<u>Intergovernmental</u>						
13-00-73850 Insurance Proceeds - etal	0	0.00	8,858.65	0.00	(8,858.65)	0.00
TOTAL Intergovernmental	0	0.00	8,858.65	0.00	(8,858.65)	0.00
<u>Investment Earnings</u>						
13-00-78500 Interest	0	48.79	1,194.44	0.00	(1,194.44)	0.00
TOTAL Investment Earnings	0	48.79	1,194.44	0.00	(1,194.44)	0.00
<u>Fund Balance Carryover</u>						
13-00-79800 Carryover	1,569,699	0.00	0.00	0.00	1,569,699.00	100.00
TOTAL Fund Balance Carryover	1,569,699	0.00	0.00	0.00	1,569,699.00	100.00
<u>Transfers</u>						
TOTAL NHMA CIP - Revenues	1,569,699	48.79	10,053.09	0.00	1,559,645.91	99.36
TOTAL REVENUE	1,569,699	48.79	10,053.09	0.00	1,559,645.91	99.36

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government						
=====						
Capital Projects						
13-12-88000 Capital Outlay	167,091	0.00	46,327.04	0.00	120,763.96	72.27
13-12-88100 Vehicles	95,388	0.00	0.00	0.00	95,388.00	100.00
13-12-88400 Capital Imp - Software	37,320	0.00	0.00	0.00	37,320.00	100.00
13-12-88500 Capital Imp - Equipment	85,745	0.00	12,005.61	0.00	73,739.39	86.00
13-12-88600 Capital Imp - Radios/Commun	4,518	0.00	0.00	0.00	4,518.00	100.00
13-12-89200 Capital Imp-Water Wells	1,069,656	0.00	0.00	0.00	1,069,656.00	100.00
13-12-89300 Capital Imp-Paint Water Tow	<u>100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>100.00</u>
TOTAL Capital Projects	1,559,718	0.00	58,332.65	0.00	1,501,385.35	96.26
TOTAL General Government	1,559,718	0.00	58,332.65	0.00	1,501,385.35	96.26
Information Systems						
=====						
Capital Projects						
13-16-88300 Capital Outlay - Computers	<u>9,981</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,981.00</u>	<u>100.00</u>
TOTAL Capital Projects	9,981	0.00	0.00	0.00	9,981.00	100.00
TOTAL Information Systems	9,981	0.00	0.00	0.00	9,981.00	100.00
TOTAL EXPENDITURES	1,569,699	0.00	58,332.65	0.00	1,511,366.35	96.28
REVENUE OVER/(UNDER) EXPENDITURES	0	48.79 (	48,279.56)	0.00	48,279.56	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

14 -Water Impact Fees Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Water Impact Fee	<u>97,741</u>	<u>14.14</u>	<u>11,455.35</u>	<u>0.00</u>	<u>86,285.65</u>	<u>88.28</u>
TOTAL REVENUES	97,741	14.14	11,455.35	0.00	86,285.65	88.28
<u>EXPENDITURE SUMMARY</u>						
Water Impact Fee	<u>97,741</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>97,741.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	97,741	0.00	0.00	0.00	97,741.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	14.14	11,455.35	0.00 (	11,455.35)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
<u>Water</u>						
14-00-75350 Water Capacity Charges	<u>4,000</u>	<u>0.00</u>	<u>11,331.53</u>	<u>0.00</u>	(<u>7,331.53</u>)	<u>183.29-</u>
TOTAL Water	4,000	0.00	11,331.53	0.00	(7,331.53)	183.29-
<u>Investment Earnings</u>						
14-00-78500 Interest Income	<u>1,500</u>	<u>14.14</u>	<u>123.82</u>	<u>0.00</u>	<u>1,376.18</u>	<u>91.75</u>
TOTAL Investment Earnings	1,500	14.14	123.82	0.00	1,376.18	91.75
<u>Fund Balance Carryover</u>						
14-00-79800 Fund Balance Carryover	<u>92,241</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>92,241.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>92,241</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>92,241.00</u>	<u>100.00</u>
TOTAL Water Impact Fee	97,741	14.14	11,455.35	0.00	86,285.65	88.28
TOTAL REVENUE	97,741	14.14	11,455.35	0.00	86,285.65	88.28

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
<u>Capital Projects</u>						
14-22-89900 Capital - Water System	97,741	0.00	0.00	0.00	97,741.00	100.00
TOTAL Capital Projects	97,741	0.00	0.00	0.00	97,741.00	100.00
TOTAL Water Impact Fee	97,741	0.00	0.00	0.00	97,741.00	100.00
TOTAL EXPENDITURES	97,741	0.00	0.00	0.00	97,741.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	14.14	11,455.35	0.00 (	11,455.35)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

15 -Sewer Impact Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Sewer Impact Fee	<u>95,986</u>	<u>12.30</u>	<u>11,159.94</u>	<u>0.00</u>	<u>84,826.06</u>	<u>88.37</u>
TOTAL REVENUES	95,986	12.30	11,159.94	0.00	84,826.06	88.37
<u>EXPENDITURE SUMMARY</u>						
Sewer Impact Fee	<u>95,986</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>95,986.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	95,986	0.00	0.00	0.00	95,986.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	12.30	11,159.94	0.00 (	11,159.94)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
<u>Wastewater</u>						
15-00-75750 Sewer Capacity Charges	15,000	0.00	11,053.00	0.00	3,947.00	26.31
TOTAL Wastewater	15,000	0.00	11,053.00	0.00	3,947.00	26.31
<u>Investment Earnings</u>						
15-00-78500 Interest Income	0	12.30	106.94	0.00	(106.94)	0.00
TOTAL Investment Earnings	0	12.30	106.94	0.00	(106.94)	0.00
<u>Fund Balance Carryover</u>						
15-00-79800 Fund Balance Carryover	80,986	0.00	0.00	0.00	80,986.00	100.00
TOTAL Fund Balance Carryover	80,986	0.00	0.00	0.00	80,986.00	100.00
TOTAL Sewer Impact Fee	95,986	12.30	11,159.94	0.00	84,826.06	88.37
TOTAL REVENUE	95,986	12.30	11,159.94	0.00	84,826.06	88.37

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
<u>Capital Projects</u>						
15-23-89900 Capital - Sewer System	95,986	0.00	0.00	0.00	95,986.00	100.00
TOTAL Capital Projects	95,986	0.00	0.00	0.00	95,986.00	100.00
TOTAL Sewer Impact Fee	95,986	0.00	0.00	0.00	95,986.00	100.00
TOTAL EXPENDITURES	95,986	0.00	0.00	0.00	95,986.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	12.30	11,159.94	0.00 (	11,159.94)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

17 -Drainage Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>72,882</u>	<u>5,458.07</u>	<u>49,026.95</u>	<u>0.00</u>	<u>23,855.05</u>	<u>32.73</u>
TOTAL REVENUES	72,882	5,458.07	49,026.95	0.00	23,855.05	32.73
<u>EXPENDITURE SUMMARY</u>						
Drainage	<u>72,882</u>	<u>0.00</u>	<u>3,600.00</u>	<u>0.00</u>	<u>69,282.00</u>	<u>95.06</u>
TOTAL EXPENDITURES	72,882	0.00	3,600.00	0.00	69,282.00	95.06
REVENUE OVER/ (UNDER) EXPENDITURES	0	5,458.07	45,426.95	0.00 (	45,426.95)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Water</u>						
17-00-75370 Drainage Fee	52,358	5,449.10	48,969.24	0.00	3,388.76	6.47
TOTAL Water	52,358	5,449.10	48,969.24	0.00	3,388.76	6.47
<u>Investment Earnings</u>						
17-00-78500 Interest Income	625	8.97	57.71	0.00	567.29	90.77
TOTAL Investment Earnings	625	8.97	57.71	0.00	567.29	90.77
<u>Fund Balance Carryover</u>						
17-00-79800 Fund Balance Carryover	19,899	0.00	0.00	0.00	19,899.00	100.00
TOTAL Fund Balance Carryover	19,899	0.00	0.00	0.00	19,899.00	100.00
TOTAL Revenues	72,882	5,458.07	49,026.95	0.00	23,855.05	32.73
TOTAL REVENUE	72,882	5,458.07	49,026.95	0.00	23,855.05	32.73

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Drainage =====						
<u>Capital Projects</u>						
17-24-89900 Drainage Capital	<u>72,882</u>	<u>0.00</u>	<u>3,600.00</u>	<u>0.00</u>	<u>69,282.00</u>	<u>95.06</u>
TOTAL Capital Projects	72,882	0.00	3,600.00	0.00	69,282.00	95.06
TOTAL Drainage	72,882	0.00	3,600.00	0.00	69,282.00	95.06
TOTAL EXPENDITURES	72,882	0.00	3,600.00	0.00	69,282.00	95.06
REVENUE OVER/ (UNDER) EXPENDITURES	0	5,458.07	45,426.95	0.00 (	45,426.95)	0.00

18 -Health Insurance Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>950,325</u>	<u>86,902.53</u>	<u>744,915.50</u>	<u>0.00</u>	<u>205,409.50</u>	<u>21.61</u>
TOTAL REVENUES	950,325	86,902.53	744,915.50	0.00	205,409.50	21.61
<u>EXPENDITURE SUMMARY</u>						
Revenues	1,000	56.77	406.45	0.00	593.55	59.36
Expenses	<u>949,325</u>	<u>112,454.50</u>	<u>694,378.59</u>	<u>0.00</u>	<u>254,946.41</u>	<u>26.86</u>
TOTAL EXPENDITURES	950,325	112,511.27	694,785.04	0.00	255,539.96	26.89
REVENUE OVER/(UNDER) EXPENDITURES	0 (	25,608.74)	50,130.46	0.00 (	50,130.46)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

18 -Health Insurance Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
18-00-78500 Interest Income	<u>0</u>	<u>15.02</u>	<u>38.53</u>	<u>0.00</u>	(<u>38.53</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	15.02	38.53	0.00	(38.53)	0.00
<u>Miscellaneous Revenue</u>						
18-00-79550 Misc. Income	<u>0</u>	<u>6,702.06</u>	<u>6,702.06</u>	<u>0.00</u>	(<u>6,702.06</u>)	<u>0.00</u>
TOTAL Miscellaneous Revenue	0	6,702.06	6,702.06	0.00	(6,702.06)	0.00
<u>Fund Balance Carryover</u>						
18-00-79805 Premium Revenue	<u>950,325</u>	<u>80,185.45</u>	<u>738,174.91</u>	<u>0.00</u>	<u>212,150.09</u>	<u>22.32</u>
TOTAL Fund Balance Carryover	<u>950,325</u>	<u>80,185.45</u>	<u>738,174.91</u>	<u>0.00</u>	<u>212,150.09</u>	<u>22.32</u>
TOTAL Revenues	950,325	86,902.53	744,915.50	0.00	205,409.50	21.61
TOTAL REVENUE	950,325	86,902.53	744,915.50	0.00	205,409.50	21.61

18 -Health Insurance Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Other Services</u>						
18-00-85400 Bank Charges	<u>1,000</u>	<u>56.77</u>	<u>406.45</u>	<u>0.00</u>	<u>593.55</u>	<u>59.36</u>
TOTAL Other Services	1,000	56.77	406.45	0.00	593.55	59.36
TOTAL Revenues	1,000	56.77	406.45	0.00	593.55	59.36
Expenses						
=====						
<u>Personnel Services</u>						
18-13-80510 Premium Expense	197,669	16,200.80	140,349.35	0.00	57,319.65	29.00
18-13-80520 Health Insurance Claims	709,956	92,718.95	529,285.99	0.00	180,670.01	25.45
18-13-80530 Adminstration Cost	<u>41,700</u>	<u>3,534.75</u>	<u>24,743.25</u>	<u>0.00</u>	<u>16,956.75</u>	<u>40.66</u>
TOTAL Personnel Services	949,325	112,454.50	694,378.59	0.00	254,946.41	26.86
TOTAL Expenses	949,325	112,454.50	694,378.59	0.00	254,946.41	26.86
TOTAL EXPENDITURES	950,325	112,511.27	694,785.04	0.00	255,539.96	26.89
REVENUE OVER/(UNDER) EXPENDITURES	0 (	25,608.74)	50,130.46	0.00 (	50,130.46)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

80 -General Obligation Bonds
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Int Earned/Misc Receipts	<u>0</u>	<u>533.38</u>	<u>7,946,227.97</u>	<u>0.00</u>	<u>(7,946,227.97)</u>	<u>0.00</u>
TOTAL REVENUES	0	533.38	7,946,227.97	0.00	(7,946,227.97)	0.00
<u>EXPENDITURE SUMMARY</u>						
2016 GO Bond	0	22.12	179,673.59	0.00	(179,673.59)	0.00
2017 GO Bond	0	0.00	50,161.82	0.00	(50,161.82)	0.00
2018 GO Bond	0	2,739.18	215,851.61	84,655.25	(300,506.86)	0.00
2019 GO Bond	0	12,056.59	223,639.06	236,663.00	(460,302.06)	0.00
2020 GO Bond	0	115,266.42	2,386,198.78	1,805,404.35	(4,191,603.13)	0.00
2021 GO Bond	<u>0</u>	<u>5,533.86</u>	<u>171,404.86</u>	<u>234,638.75</u>	<u>(406,043.61)</u>	<u>0.00</u>
TOTAL EXPENDITURES	0	135,618.17	3,226,929.72	2,361,361.35	(5,588,291.07)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(135,084.79)	4,719,298.25	(2,361,361.35)	(2,357,936.90)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Int Earned/Misc Receipts =====						
<u>Intergovernmental</u>						
<u>Investment Earnings</u>						
80-00-78525 Proceeds from Sale of Bonds	0	0.00	7,800,000.00	0.00 (	7,800,000.00)	0.00
80-00-78530 Premium on issuance of debt	<u>0</u>	<u>0.00</u>	<u>91,474.50</u>	<u>0.00</u> (	<u>91,474.50)</u>	<u>0.00</u>
TOTAL Investment Earnings	0	0.00	7,891,474.50	0.00 (	7,891,474.50)	0.00
<u>Miscellaneous Revenue</u>						
80-00-79086 Interest Income 2016 GO Bd	0	19.53	247.06	0.00 (	247.06)	0.00
80-00-79087 Interest Income 2017 GO Bon	0	0.00	39.06	0.00 (	39.06)	0.00
80-00-79088 Interest Income 2018 GO Bon	0	17.92	249.37	0.00 (	249.37)	0.00
80-00-79089 Interest Income 2019 GO Bon	0	90.89	3,600.22	0.00 (	3,600.22)	0.00
80-00-79090 Interest Income 2020 GO Bd	0	61.67	49,860.31	0.00 (	49,860.31)	0.00
80-00-79091 Interest Income 2021 GO Bon	<u>0</u>	<u>343.37</u>	<u>757.45</u>	<u>0.00</u> (	<u>757.45)</u>	<u>0.00</u>
TOTAL Miscellaneous Revenue	0	533.38	54,753.47	0.00 (	54,753.47)	0.00
<u>Fund Balance Carryover</u>						
TOTAL Int Earned/Misc Receipts	<u>0</u>	<u>533.38</u>	<u>7,946,227.97</u>	<u>0.00</u> (	<u>7,946,227.97)</u>	<u>0.00</u>
TOTAL REVENUE	0	533.38	7,946,227.97	0.00 (	7,946,227.97)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2012 GO Bond =====						
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
<u>Capital Projects</u>	_____	_____	_____	_____	_____	_____
<u>Transfers Out</u>	_____	_____	_____	_____	_____	_____
2015 GO Bond =====						
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
<u>Capital Projects</u>	_____	_____	_____	_____	_____	_____
<u>Transfers Out</u>	_____	_____	_____	_____	_____	_____
2016 GO Bond =====						
<u>Other Services</u>						
80-86-85400 Bank Charges	0	22.12	296.15	0.00	(296.15)	0.00
TOTAL Other Services	0	22.12	296.15	0.00	(296.15)	0.00
<u>Capital Projects</u>	_____	_____	_____	_____	_____	_____
<u>Transfers Out</u>						
80-86-99150 Parks	0	0.00	166,939.71	0.00	(166,939.71)	0.00
80-86-99200 Town Hall	0	0.00	9,542.00	0.00	(9,542.00)	0.00
80-86-99800 Other Expenses Paid from In	0	0.00	2,895.73	0.00	(2,895.73)	0.00
TOTAL Transfers Out	0	0.00	179,377.44	0.00	(179,377.44)	0.00
TOTAL 2016 GO Bond	0	22.12	179,673.59	0.00	(179,673.59)	0.00
2017 GO Bond =====						
<u>Other Services</u>						
80-87-85400 Bank Charges	0	0.00	90.20	0.00	(90.20)	0.00
TOTAL Other Services	0	0.00	90.20	0.00	(90.20)	0.00
<u>Capital Projects</u>						
80-87-96550 Public Works Facility Impro	0	0.00	1,770.69	0.00	(1,770.69)	0.00
TOTAL Capital Projects	0	0.00	1,770.69	0.00	(1,770.69)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
80-87-99450 Communications & Data Syste	0	0.00	39,640.88	0.00 (	39,640.88)	0.00
80-87-99800 Other Expenses Paid from In	0	0.00	8,660.05	0.00 (	8,660.05)	0.00
TOTAL Transfers Out	0	0.00	48,300.93	0.00 (	48,300.93)	0.00
TOTAL 2017 GO Bond	0	0.00	50,161.82	0.00 (	50,161.82)	0.00
2018 GO Bond						
=====						
<u>Other Services</u>						
80-88-85400 Bank Charges	0	23.18	323.69	0.00 (	323.69)	0.00
TOTAL Other Services	0	23.18	323.69	0.00 (	323.69)	0.00
<u>Capital Projects</u>						
80-88-97550 Paving (Streets) Projects	0	0.00	580.10	0.00 (	580.10)	0.00
80-88-98550 Water Projects	0	2,716.00	210,919.03	0.00 (	210,919.03)	0.00
TOTAL Capital Projects	0	2,716.00	211,499.13	0.00 (	211,499.13)	0.00
<u>Transfers Out</u>						
80-88-99400 Communications & Data Syste	0	0.00	3,584.79	84,655.25 (	88,240.04)	0.00
80-88-99800 Other Expenses Paid from In	0	0.00	444.00	0.00 (	444.00)	0.00
TOTAL Transfers Out	0	0.00	4,028.79	84,655.25 (	88,684.04)	0.00
TOTAL 2018 GO Bond	0	2,739.18	215,851.61	84,655.25 (	300,506.86)	0.00
2019 GO Bond						
=====						
<u>Other Services</u>						
80-89-85400 Bank Charges	0	75.89	729.21	0.00 (	729.21)	0.00
TOTAL Other Services	0	75.89	729.21	0.00 (	729.21)	0.00
<u>Capital Projects</u>						
80-89-97550 Paving (Streets)	0	0.00	6,650.67	0.00 (	6,650.67)	0.00
80-89-98550 Water Projects	0	10,190.70	203,670.83	174,542.65 (	378,213.48)	0.00
80-89-98750 Sanitary Sewer Systems	0	0.00	9,161.65	0.00 (	9,161.65)	0.00
80-89-98950 Traffic Control Systems	0	0.00	703.70	0.00 (	703.70)	0.00
TOTAL Capital Projects	0	10,190.70	220,186.85	174,542.65 (	394,729.50)	0.00
<u>Transfers Out</u>						
80-89-99450 Communications & Data Syste	0	1,790.00	2,723.00	62,120.35 (	64,843.35)	0.00
TOTAL Transfers Out	0	1,790.00	2,723.00	62,120.35 (	64,843.35)	0.00
TOTAL 2019 GO Bond	0	12,056.59	223,639.06	236,663.00 (	460,302.06)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2020 GO Bond						
=====						
<u>Other Services</u>						
80-90-85400 Bank Charges	<u>0</u>	<u>68.99</u>	<u>683.89</u>	<u>0.00</u>	(<u>683.89</u>)	<u>0.00</u>
TOTAL Other Services	0	68.99	683.89	0.00	(683.89)	0.00
<u>Capital Projects</u>						
80-90-96550 Public Works Facility	0	0.00	148.00	0.00	(148.00)	0.00
80-90-97550 Paving (Streets)	0	88,864.61	1,786,609.17	1,760,495.77	(3,547,104.94)	0.00
80-90-98550 Water Projects	0	0.00	94,075.86	7,261.50	(101,337.36)	0.00
80-90-98750 Sanitary Sewer System	0	0.00	220,926.57	0.00	(220,926.57)	0.00
80-90-98950 Traffic Controls	<u>0</u>	<u>18,275.00</u>	<u>53,321.61</u>	<u>0.00</u>	(<u>53,321.61</u>)	<u>0.00</u>
TOTAL Capital Projects	0	107,139.61	2,155,081.21	1,767,757.27	(3,922,838.48)	0.00
<u>Transfers Out</u>						
80-90-99450 Communications & Data Syste	0	0.00	34,850.00	0.00	(34,850.00)	0.00
80-90-99600 Police	0	0.00	102,612.20	0.00	(102,612.20)	0.00
80-90-99700 Fire	0	6,865.50	87,247.92	37,647.08	(124,895.00)	0.00
80-90-99800 Other Expenses Paid from In	<u>0</u>	<u>1,192.32</u>	<u>5,723.56</u>	<u>0.00</u>	(<u>5,723.56</u>)	<u>0.00</u>
TOTAL Transfers Out	0	8,057.82	230,433.68	37,647.08	(268,080.76)	0.00
TOTAL 2020 GO Bond	0	115,266.42	2,386,198.78	1,805,404.35	(4,191,603.13)	0.00
2021 GO Bond						
=====						
<u>Other Services</u>						
80-91-85400 Bank Charges	<u>0</u>	<u>272.61</u>	<u>417.17</u>	<u>0.00</u>	(<u>417.17</u>)	<u>0.00</u>
TOTAL Other Services	0	272.61	417.17	0.00	(417.17)	0.00
<u>Capital Projects</u>						
80-91-97690 Bond Issuance Cost	0	0.00	99,035.00	0.00	(99,035.00)	0.00
80-91-98550 Water Projects	<u>0</u>	<u>5,261.25</u>	<u>5,261.25</u>	<u>189,438.75</u>	(<u>194,700.00</u>)	<u>0.00</u>
TOTAL Capital Projects	0	5,261.25	104,296.25	189,438.75	(293,735.00)	0.00
<u>Transfers Out</u>						
80-91-99600 Police	<u>0</u>	<u>0.00</u>	<u>66,691.44</u>	<u>45,200.00</u>	(<u>111,891.44</u>)	<u>0.00</u>
TOTAL Transfers Out	0	0.00	66,691.44	45,200.00	(111,891.44)	0.00
TOTAL 2021 GO Bond	0	5,533.86	171,404.86	234,638.75	(406,043.61)	0.00
TOTAL EXPENDITURES	0	135,618.17	3,226,929.72	2,361,361.35	(5,588,291.07)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(135,084.79)	4,719,298.25	(2,361,361.35)	(2,357,936.90)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

4.h.b

99 -Pooled Cash
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2021

4.h.b

99 -Pooled Cash

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING

**City of Nichols Hills
2016 GO Bond Issue**

AS OF:

03/31/21

	Street - Paving Projects	Parks	Town Hall	Communications & Data Systems	Expenses Paid From Interest Earned	TOTAL
Account Number:	80-86-97550	80-86-99150	80-86-99200	80-86-99450	80-86-99800	
Issue Amount	150,000.00	1,000,000.00	3,000,000.00	50,000.00		4,200,000.00
Premium	4,191.94	27,945.64	83,839.38	1,397.31		117,374.27
Net Interest earned & Bank Fees					59,762.18	59,762.18
Prior Years:						
Issuance Expense	1,664.64	11,097.00	33,293.48	554.88		46,610.00
2015-2016			420,826.85			420,826.85
2016-2017	95,911.43		2,038,372.60	34,363.01		2,168,647.04
2017-2018	27,981.87	470,483.77	311,524.32	16,479.42	32,741.02	859,210.40
2018-2019	28,634.00	147,009.43	18,029.50	-	6,005.71	199,678.64
2019-2020	-	225,008.60	106,560.38	-	14,630.83	346,199.81
2020-2021	-	170,189.71	9,542.00	-	2,895.73	182,627.44
7/31/2020		43,317.84	2,750.00			46,067.84
8/31/2020		63,640.37				63,640.37
9/30/2020		10,809.54	6,792.00		2,895.73	20,497.27
10/31/2020		52,421.96				52,421.96
11/30/2020						-
12/31/2020						-
1/31/2021						-
2/28/2021						-
3/31/2021						-
PROJECT COST	154,191.94	1,023,788.51	2,938,149.13	51,397.31	56,273.29	4,223,800.18
TOTAL TO DATE:						
Available Funds - Prior to encumbrances	(0.00)	4,157.13	145,690.25	(0.00)	3,488.89	153,336.27
ENCUMBRANCES:						
			-		-	-
Available Funds - After encumbrances	(0.00)	4,157.13	145,690.25	(0.00)	3,488.89	153,336.27

Interest Earnings:

CASH	153,336.27
CD'S	-
EXPENSE ACCRUED	-
ENCUMBRANCES	-
	<u>153,336.27</u>

Prior Fiscal Years	61,624.46
Current Fiscal Year	247.06

Bank Charges:

Prior Fiscal Years	(1,813.19)
Current Fiscal Year	(296.15)

FUNDS AVAILABLE	<u>153,336.27</u>
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**City of Nichols Hills
2018 GO Bond Issue**

AS OF:

03/31/21

Account Number:		Street - Paving Projects	Water System	Sanitary Sewer Systems	Communications & Data Systems	Expenses Paid From Interest Earned	TOTAL
80-88-97550		80-88-97550	80-88-98550	80-88-98750	80-88-99400	80-88-99800	
Issue Amount		1,150,000.00	1,450,000.00	300,000.00	100,000.00		-
Premium		25,774.38	32,497.74	6,723.75	2,241.25		3,000,000.00
Net Interest earned & Bank Fees						109,145.12	67,237.11
							109,145.12
Prior Years:							
Issuance Expense		17,901.67	22,571.67	4,670.00	1,556.67		46,700.00
2018-2019		61,636.90	401,469.36	188,184.41	-	19,510.00	670,800.67
2019-2020		1,090,917.71	807,343.31	113,869.34	12,444.54	36,420.84	2,060,995.74
2020-2021		5,318.10	250,745.03	-	3,584.79	444.00	260,091.92
7/31/2020		5,318.10	82,563.33		1,641.02		89,522.45
8/31/2020			60,796.82		1,183.77		61,980.59
9/30/2020			104,668.88				104,668.88
10/31/2020							-
11/30/2020							-
12/31/2020							-
1/31/2021					760.00		760.00
2/28/2021						444.00	444.00
3/31/2021			2,716.00				2,716.00
PROJECT COST TOTAL TO DATE:		1,175,774.38	1,482,129.37	306,723.75	17,586.00	56,374.84	3,038,588.33
Available Funds - Prior to encumbrances		(0.00)	368.37	-	84,655.25	52,770.28	137,793.90
Due to Pre-Eng & Design							
ENCUMBRANCES:							84,655.25
Wireless Master Plan Monte PO #17-12080					14,730.67	-	
Digi Security - Well Security PO #17-15061					69,924.58	-	
Available Funds - After encumbrances		(0.00)	368.37	-	0.00	52,770.28	53,138.65
CASH			140,509.90				
CD'S			-				
EXPENSE ACCRUED			(2,716.00)				
ENCUMBRANCES			(84,655.25)				
			<u>53,138.65</u>				
			<u><u>53,138.65</u></u>				
Interest Earnings:							
Prior Fiscal Years							105,102.47
Current Fiscal Year							6,466.45
Bank Charges:							
Prior Fiscal Years							(2,100.11)
Current Fiscal Year							(323.69)
FUNDS AVAILABLE							<u><u>53,138.65</u></u>

AS OF: 03/31/21

Attachment: 2020 2021 GO Bonds Spreadsheet - March (5074 : 4 h Finance Director's Report)

**City of Nichols Hills
2020 GO Bond Issue**

AS OF: 03/31/21

	Street - Paving Projects	Water System	Sanitary Sewer Systems	Traffic Control	Technology	Fire	Police	PW Facility	Expenses Paid From Interest Earned	TOTAL
Account Number:	80-90-97550	80-90-98550	80-90-98750	80-90-98950	80-90-99450	80-90-99700	80-90-99600	80-90-96550	80-90-99800	
Issue Amount	3,795,000.00	560,000.00	250,000.00	220,000.00	270,000.00	2,230,000.00	100,000.00	375,000.00		7,800,000.00
Premium	147,329.36	21,740.30	9,705.49	8,540.83	10,481.93	86,572.99	3,882.20	14,558.24		302,811.34
Net Interest earned & Bank Fees									64,322.70	64,322.70
Prior Years:										
Issuance Expense	48,196.50	7,112.00	3,175.00	2,794.00	3,429.00	28,321.00	1,270.00	4,762.50		99,060.00
2019-2020	121,231.08	160,177.66	12,681.00	1,317.37	164,780.00	173,605.00	-	12,688.80	-	646,480.91
2020-2021	1,919,477.17	131,375.86	220,926.57	53,321.61	34,850.00	87,247.92	102,612.20	148.00	5,723.56	2,555,682.89
7/31/2020	220,575.09	47,643.75						148.00		268,366.84
8/31/2020	203,108.46	11,020.62			34,850.00		78,724.51			327,703.59
9/30/2020	169,158.28	3,069.50	217,161.57	12,087.97			7,072.26		1,799.99	410,349.57
10/31/2020	327,083.64	1,971.00	900.00	6,767.14					623.07	337,344.85
11/30/2020	433,041.05	22,853.50	1,065.00	16,191.50			16,815.43		415.38	490,381.86
12/31/2020	179,177.48	38,710.24	1,800.00			21,346.92				241,034.64
1/31/2021	233,102.92	5,604.00				29,842.50			500.48	269,049.90
2/28/2021	65,365.64	503.25				29,193.00			1,192.32	96,254.21
3/31/2021	88,864.61			18,275.00		6,865.50			1,192.32	115,197.43
PROJECT COST	2,088,904.75	298,665.52	236,782.57	57,432.98	203,059.00	289,173.92	103,882.20	17,599.30	5,723.56	3,301,223.80
TOTAL TO DATE:										
Available Funds - Prior to encumbrances	1,853,424.61	283,074.78	22,922.92	171,107.85	77,422.93	2,027,399.07	(0.00)	371,958.94	58,599.14	4,865,910.24
Due to Pre-Eng & Design										
ENCUMBRANCES:										
PC-2002 N Penn & Drury Rudy PO 17-14851	1,505,519.22									
PC-2102 Bedford SRB PO 17-14141	29,550.00									
PC-2101 7300 Nichols Rd SRB PO 17-14142	1,152.80									
PC-2101 7100 Nichols Road SRB PO 17-14143	985.60									
PC-2101 Buttram SRB PO 17-14144	4,386.00									
WC-2001 Greystone Tower SRB 17-13756		4,450.00								1,682,611.85
PC 2002 Glenwood Ave SRB PO 17-12296	21,672.00									
PC 2002 Drury Ln SRB PO 17-12297	23,104.40									
PC 2002 N Penn SRB PO 17-12298	51,333.25									
United Technology Water Meters PO# 17-13157		1,618.75								
United Technology Water Meter parts PO # 17-14836		1,192.75								
FSB - Fire & City Hall FSB PO#17-12937						37,647.08				
Available Funds - After encumbrances	215,721.34	275,813.28	22,922.92	171,107.85	77,422.93	1,989,751.99	(0.00)	371,958.94	58,599.14	3,183,298.39
CASH	456,107.67									
CD'S	4,525,000.00									
EXPENSE ACCRUED	(115,197.43)									
ENCUMBRANCES	(1,682,611.85)									
	<u>3,183,298.39</u>									
Interest Earnings:										
Prior Fiscal Years										15,708.48
Current Fiscal Year										49,860.31
Bank Charges:										
Prior Fiscal Years										(562.20)
Current Fiscal Year										(683.89)
FUNDS AVAILABLE										<u>3,183,298.39</u>

AS OF: 03/31/21

Attachment: 2020 2021 GO Bonds Spreadsheet - March (5074 : 4 h Finance Director's Report)

Monthly Report – March 2021



Information Systems

City of Nichols Hills



Monthly Report – March 2021

To follow is a summary of activities in the Information Systems Department during the month.

Water Well Security Project – Cameras Ordered:

All the equipment needed for the Water Well Security Project has been ordered. Negotiations for cellular data plans for each of the locations were reviewed, and AT&T was selected as having the best proposal. AT&T's proposal was priced on State Contract 1757492 and will provide cellular data for all 25 water well sites for around \$3,700 a year. The camera video data will be on AT&T FirstNet Public Safety System, which means that the cameras should work even during emergency and disaster situations.

Cox Cable – Issues With Local Government Channel

During the last two public meetings that the City broadcasted on Cox Channel 20, we noticed that the audio on the channel was very degraded. A check of our equipment revealed that everything was working properly and that the issue was with Cox Cable. After contacting Cox, a service technician from Cox came out and checked their equipment. He reported that several other agencies were having similar problems, and it was due to old antiquated equipment. The technician did not know the status of any equipment updates scheduled by Cox in the future. We are currently waiting to hear from Cox how they plan to resolve this issue. Meanwhile, we encourage viewers to watch the City's streaming Internet service at www.nicholshills.tv.

Website Statistics:

Google Analytics provided us with some statistical information on our website. During the month, over 3,100 individuals browsed the City's website. These individuals made more than 4,600 different visits to the site. Users averaged one minute and forty-seven seconds during each visit. Over 50% of visitors browsed directly to the website, and 50% used a search engine to navigate the site.

Email Firewall Activities for the Month:

Email statistics for the month are listed below from Sunday, February 28th to March 31st. Our Email filtering consists of four different systems, which combined do an excellent job of filtering out spam and hazardous emails.



Monthly Report – March 2021

Total Mail Categories

Total Mail Categories			
Total Summary	Categories	Total Summary Events	% of Subtotal
2021-02-28-2021-04-01	Not Spam	19896	57.48%
	Spam	14718	42.52%
	Subtotal (2)	34614	100.00%
	Total	34614	100%

Email Phishing Tests:

We conducted a monthly employee email phishing test. This month's phishing test tricked two employees into clicking on a test email, and one opened an associated attachment. Both of these took place on cellphones which are more challenging to assess for bad cyber activity than computer emails. Although our numbers are still low, we will continue to educate employees to be vigilant about security.

Phishing Security Test Report

03/18/2021 - 03/26/2021

Campaign: Monthly Phishing

Monthly from category: Government, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Business, Reported Phishes of the Week
Groups: Employees

Statistics
See report at <https://training.knowbe4.com>

4.9%	61	61	2	1	0	0	0	0
Phish-prone Percentage	Recipients	Deliveries	Clicks	Attachment Opened	Data Entered	Other Failures	PAB Reported	Bounces

Phish-prone Percentage is calculated from the total number of phishing test failures divided by the number of emails delivered.



Monthly Report – March 2021

General Department Activities:

1. Configured remote connection security settings on a Public Works computer workstation.
2. Replaced a bad hard drive on the Public Works camera server.
3. Contacted GIS technician about Public Works standard GIS login issue.
4. Scheduled teleconference meeting for Board of Adjustment.
5. Attended the Accident Review Board meeting.
6. Created a new Parks calendar for City Hall and Public Works.
7. Tested the teleconference software in the Council Chambers before the meeting.
8. Updated all the file servers with new DNS settings.
9. Assisted the Court Clerk with scanning documents to a network folder.
10. Updated the IT maintenance server software.
11. Cleaned up some old Active Directive objects on the new DNS server.
12. Assisted Dispatch with the security camera display television.
13. Updated the email server software.
14. Updated Outlook email agents on all staff workstations.
15. Moved Dispatch secondary phone from the Basement Training Room back to the Dispatch Office.
16. Tested the broadcast server before City Council meeting.
17. Installed a new card reader in the evidence management software for the Police Chief.
18. Shipped the bad card reader back to the vendor.
19. Assisted the Public Works Clerk with browser issues.
20. Emailed teleconference information to registered attendees.
21. Recorded and broadcast the City Council Meeting.
22. Uploaded the City Council Meeting to the On-Demand server.
23. Worked with support to troubleshoot the City Manager's workstation.
24. Replaced the battery backup device in the Public Works conference room.
25. Assisted an employee with an email password reset.
26. Updated the email archive server software.
27. Audio Visual vendor installed a new camera in the Council Chambers.
28. Deployed critical and important updates to all the City workstations and servers.
29. Assisted the Public Works Clerk's with an Outlook issue.
30. Release email for an employee that had been quarantined.
31. Reconfigured folder permissions on the City file server.
32. Opened support ticket with a vendor to assist with troubleshooting software issues on the Public Works server.
33. Troubleshoot issue with label printer software caused by a Windows update.
34. Contacted the copier vendor about print driver issues.
35. Assisted the Public Works Director with speed sign software install and configuration.
36. Tested the broadcast system before the Building Commission meeting.
37. Broadcast and recorded the Building Commission meeting.



Monthly Report – March 2021

38. Uploaded the Building Commission meeting to the On-Demand server.
39. Updated the IT maintenance server software to the latest version.
40. Contacted a software vendor to troubleshoot financial software server issues.
41. Worked with a vendor to reconfigure all DNS settings on servers at City Hall and Public Works.
42. Assisted the Building Inspector with an email issue.
43. Reconfigured the Public Works Clerk's workstation cooling fan speeds to prevent unwanted noise.
44. Assisted the Building Inspector with Microsoft Office account login issues.
45. Tested the broadcast system before the Board of Adjustment meeting.
46. Broadcast and recorded the Board of Adjustment meeting.
47. Uploaded the Board of Adjustment meeting to the On-Demand server.
48. Installed new GIS software on a Building Inspectors workstation.
49. Installed a new print driver on the City Manager's workstation.
50. Configured two wireless access points for the new patrol vehicles.
51. Setup a mobile tablet for the Public Works speed sign software.
52. Activated and configured two new cell phones for Public Works employees.
53. Configured and deployed cybersecurity newsletter "Scam of the Week."
54. Worked with a vendor to troubleshoot an issue with the document imaging server software.
55. Release email for an employee that had been quarantined.
56. Removed an old server from the City's network infrastructure.
57. Assisted the Finance Director with the reconnecting of her document scanner.
58. Updated the City's network analyzer server software.
59. Updated the City's network firewall firmware at City Hall.
60. Reconfigured the VPN settings on the City firewalls.
61. Updated all the server software at Public Works.
62. Submitted procedure on broadcasting meetings to City Manager.
63. Submitted a policy on link requests on the City's Website to the City Manager for review.
64. Worked on proposals for wireless data services for the water well cameras with three cellular data providers.
65. Worked on 2021-2022 operations budget.
66. Attended Staff Meeting.
67. Attended monthly Bond Issue meeting.
68. Contacted Cox Cable about an issue with the audio on channel 20.
69. Helped the City Manager with a printer issue.
70. Contacted our firewall vendor about security on the telemetry system.
71. Submitted a Social Media Blocking Policy for the City Manager to review.
72. Requested quotes from three vendors for UPS battery backups for the cameras that will be installed at all the water well sites.
73. Talked with vendor about adding the AMI meter reading system on to our network using a fiber connection.
74. Sent staff an email update on the .gov email domain project.



Monthly Report – March 2021

- 75. Worked on Fire Department new building. Updated project drawings with Access Control, Data Network, Telephone, and Security Camera information that will be added to the contractor drawings.
- 76. Attended at Water-ISAC cybersecurity meeting virtually.
- 77. Contacted vendor to install new network cables at City Hall in preparation for the front office building remodeling project.
- 78. Updated the maintenance cost worksheet to assist departments with upcoming budget work.
- 79. Added municipal election information to the City Apps.
- 80. Worked on 5 year CIP Budget.
- 81. Contact vendor about moving the AMI meter reading system's antenna while the water tower is being painted.
- 82. Contacted vendor to renew quote on radio antenna removal off the water tower while being painted in July.
- 83. Moved to cell phones at Public Works from AT&T to AT&T FirstNet. This will provided the employees with better service while reducing the cost of the services.
- 84. Made plans for training room sessions to be recorded if training presenter or departments would like to record a training session. The project will add a camera, microphone, and switch to the basement training room.
- 85. Attended an OK-ISAC cybersecurity meeting virtually.
- 86. Release email for an employee that had been quarantined.
- 87. Worked on CIP budget and submitted it.
- 88. Added Parks Inc., donation list to website.



March 31, 2021

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, Oklahoma 73116

RE: Monthly Engineer's Report

Dear Mayor and City Council:

Following is the Engineer's Report for April 13, 2021 Council Meeting.

2018 G.O. Bond Issue:

- **Re-drill of Water Well #17 (WW-1804)**

Contractor:	Layne Christensen Co.	Original Contract Amount:	\$848,678.90
Start Date:	January 20, 2020	Amended Contract Amount:	\$860,803.90
Award Date:	December 19, 2019	Claims to Date Less Ret.:	\$801,380.53
Project Duration:	90 Calendar Days	Amount Remaining:	\$59,423.37
Days Used:	90	Percent Complete:	99%

2019 G.O. Bond Issue:

- **12" Water Line replacement along Bedford Drive from Grand Blvd. to Western Ave. (WC-1902)**
Project to be moved to 2022 Water Projects.
- **12" Water Line replacement along Wilshire Blvd. from Stratford to N. Pennsylvania (WC-1903)**
Bids Opened on April 8th, 2021. On City Council agenda for consideration.

2020 G.O. Bond Issue:

- **Paving Improvements to N. Pennsylvania Ave., the 1600 Block of Drury Lane and the 1200 Block of Glenwood Ave (PC-2002)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$1,598,277.20
Start Date:	January 11, 2021	Amended Contract Amount:	-
Award Date:	November 10, 2020	Claims to Date Less Ret.:	\$92,757.98
Project Duration:	210 Calendar Days	Amount Remaining:	\$1,505,519.22
Days Used:	54.5	Percent Complete:	6%

- **Greystone Water Tower Blowoff Line (WC-2001)**
 - Bids Opened on April 8th, 2021. On City Council agenda for consideration.

2021 G.O. Bond Issue:

- **Paving Improvements to the 1500 Block of Buttram Road, the 7100 Block of Nichols Road, and the 7300 Block of Nichols Road (PC-2101)**
Task Order Executed. Design Plans underway.
- **Public Works Improvements (FC-2101)**
Task Order Executed. Design underway.
- **Water Treatment Facility (WC-2101)**
Task Order Executed. Design underway.
- **Water Tower Painting (WC-2002)**
Task Order Executed. Specification development underway.

Sincerely,

Smith Roberts Baldischwiler, LLC



Grady J. Wade, P.E.

GJW
Cc: File 116000

Attachment: Engineer Report (5076 : 4j Engineer's Report)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	MARCH PERMIT FEES	216.00
				TOTAL:	216.00
Administration	VERIZON WIRELESS	02-84700	Telephone	MONTHLY CHARGES	200.71
		02-84700	Telephone	MONTHLY CHARGES	200.71
	GRANICUS	02-84400	Software Agreements	AGENDA SOFTWARE	385.87
	VISA	02-83000	Material & Supplies	2021-2022 CALENDAR	11.94
	VISA	02-84300	Training & Membershi	VIRTUAL CONFERENCE	315.00
		02-84300	Training & Membershi	GFOA TRAINING	315.00
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	85.29
	OFFICE DEPOT 35315277	02-83000	Material & Supplies	INK CARTRIDGE	105.99
				TOTAL:	1,620.51
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	11,116.00
				TOTAL:	11,116.00
Municipal Court	VISA	05-83000	Material & Supplies	CALENDAR FOR COURT CLERK	11.94
	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	85.29
	OML	05-84300	Training & Membershi	MUNICIPAL JUDGES MEMBER	50.00
				TOTAL:	147.23
Police Department	COPS PRODUCTS	06-81100	Uniform Allowance	GREENWOOD VEST	763.00
	VERIZON WIRELESS	06-84700	Telephone	MONTHLY CHARGES	385.01
		06-84700	Telephone	MONTHLY CHARGES	384.81
	SHEPHERD AUTOMOTIVE LLC	06-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	67.46
		06-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	67.46
		06-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	67.46
		06-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	74.66
		06-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	67.46
		06-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	67.46
	GOODYEAR TIRE & RUBBER COMPA	06-84100	Vehicle Maintenance	TIRES UNIT 8	635.16
		06-84100	Vehicle Maintenance	TIRES	447.15
	VISA	06-84100	Vehicle Maintenance	CAR WASH TICKETS	19.99
		06-83000	Material & Supplies	E-TICKET PAPER	175.90
	TRANSUNION RISK AND ALTERNAT	06-84000	Equipment Maintenanc	ACCESS TO SEARCH DATABASE	100.00
	VISA	06-84300	Training & Membershi	SNACKS FOR TRAINING	61.65
	PETROLEUM TRADERS CORPORATIO	06-84900	Fuel	UNLEADED FUEL	3,399.69
	CINTAS CORP. #064	06-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	66.63
	SHOCKLEY'S HEAT AND AIR	06-84200	Building Maintenance	QUARTLY HVAC MAINTENANCE	694.15
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	JANITORIAL SERVICE	1,262.50
	GEARWORKS INC	06-84100	Vehicle Maintenance	INSTALL GRAPHICS	255.00
	AT&T 287288038708	06-84700	Telephone	FIRST NET POLICE	460.03
	ANIMAL WELFARE DIVISION	06-85300	Animal Control	MARCH IMPOUND FEES	60.00
	PETTY CASH	06-84100	Vehicle Maintenance	MARCH 2021 RECEIPTS	111.98
	AT&T 405 843-5672 126 1	06-84700	Telephone	MONTHLY CHARGES	642.78
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	341.16
	DPS	06-84000	Equipment Maintenanc	OLETS FEES	350.00
	ONG	06-84800	Utilities	MONTHLY CHARGES	214.68
	OREILLY AUTOMOTIVE STORES IN	06-84100	Vehicle Maintenance	HEADLIGHT UNIT 37	20.91
	PETROLEUM MARKETERS EQUIPMEN	06-84100	Vehicle Maintenance	MODULE KIT 2021 FORD	620.00
				TOTAL:	11,884.14
Fire Department	VALVOLINE OIL CHANGE	07-84100	Vehicle Maintenance	OIL CHANGE C-34	51.27
		07-84100	Vehicle Maintenance	OIL CHANGE	125.96

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WAL-MART #9502	07-83000	Material & Supplies	STATION SUPPLIES	346.71
		07-83000	Material & Supplies	STATION SUPPLIES	92.20
	WESTLAKE HARDWARE	07-83000	Material & Supplies	STATION SUPPLIES	88.96
	EMSA	07-85200	EMSA Subsidy	MARCH SUBSIDY 2021	2,506.68
	CONRAD FIRE EQUIPMENT	07-84100	Vehicle Maintenance	DISCHARGE VALVE REPAIR	458.17
	VERIZON WIRELESS	07-84700	Telephone	MONTHLY CHARGES	192.07
		07-84700	Telephone	MONTHLY CHARGES	192.05
	NORTHERN SAFETY & INDUSTRIAL	07-84000	Equipment Maintenanc	SCBA FUNCTION TESTING	913.06
		07-84000	Equipment Maintenanc	SCBA FIT TESTING	553.00
	A-1 NATIONAL FIRE CO.	07-84200	Building Maintenance	CO2 EXTINGUISHERS	200.00
	VISA	07-83000	Material & Supplies	SUPPLIES	8.69
		07-84200	Building Maintenance	STATION AIR FILTERS	59.34
		07-83000	Material & Supplies	STATION SUPPLIES	85.98
	VISA	07-84000	Equipment Maintenanc	KN95 MASK TESTING	350.00
	VISA	07-84000	Equipment Maintenanc	EQUIPMENT MAINT (K-12)	27.39
		07-84300	Training & Membershi	PLANE TICKETS - OKC	282.62
		07-84300	Training & Membershi	PLANE TICKETS - PHOENIX	259.96
		07-84300	Training & Membershi	BREAKFAST FOR MEETING	19.60
	JOHN KYLE HUFF	07-84300	Training & Membershi	TC: EMS INSTRUCTOR UPDATE	11.96
	PETROLEUM TRADERS CORPORATIO	07-84900	Fuel	UNLEADED FUEL	433.28
		07-84900	Fuel	DIESEL FUEL	719.87
	JOE GODDARD ENTERPRISED LLC	07-84000	Equipment Maintenanc	STORM SIREN INSPECTION	275.00
	ACROSS THE STREET PRODUCTION	07-84300	Training & Membershi	BLUECARD SUBSCRIPTION	731.50
	AT&T 287288038669	07-84700	Telephone	FIRST NET FIRE	179.68
	AT&T 405 843-5672 126 1	07-84700	Telephone	MONTHLY CHARGES	214.26
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	170.59
	DAVID STOOPS ELECTRIC	07-84200	Building Maintenance	LABOR CHARGE	97.00
	EASTERN OKLAHOMA COUNTY TECH	07-84300	Training & Membershi	CPR INSTRUCTOR	160.00
	HUNZICKER BROS INC	07-84200	Building Maintenance	CAN LIGHT	175.00
	INTERSTATE BATTERY SUPPLY	07-84100	Vehicle Maintenance	NEW BATTERY C-34	139.95
	AMERICAN FIRE & SAFETY	07-84000	Equipment Maintenanc	ANNUAL INSPECTION	818.60
	SAINTS OCCUPATIONAL HEALTH	07-81200	Medical Exams	DRUG SCREENS	96.00
	ONG	07-84800	Utilities	MONTHLY CHARGES	214.68
	OREILLY AUTOMOTIVE STORES IN	07-83000	Material & Supplies	CAR SUPPLIES	59.35
		07-84100	Vehicle Maintenance	OIL FOR BP-32	62.35
	OKLAHOMA STATE UNIVERSITY -	07-84300	Training & Membershi	FIRE OFFICER II (79019)	300.00
	PETROLEUM MARKETERS EQUIPMEN	07-84900	Fuel	DIESEL FUEL	719.87
		07-84900	Fuel	ENTERED WRONG VENDOR	719.87-
				TOTAL:	11,672.78
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees	GENERAL ENGINEERING	12,455.55
				TOTAL:	12,455.55
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	25.08
	ACTION SAFETY SUPPLY CO	09-83000	Material & Supplies	TRAFFIC CONTROL SIGNS	805.00
	VERIZON WIRELESS	09-84700	Telephone	MONTHLY CHARGES	82.68
		09-84700	Telephone	MONTHLY CHARGES	82.68
	US FLEET TRACKING	09-84100	Vehicle Maintenance	GPS TRACKING PUBLIC WORKS	89.95
	PETROLEUM TRADERS CORPORATIO	09-84900	Fuel	UNLEADED FUEL	423.68
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	256.92
	SOUTH CENTRAL INDUSTRIES INC	09-83500	Safety Supplies	PAPER PRODUCTS	7.08
	SOUTHWEST TRAILERS AND EQUIP	09-83000	Material & Supplies	200 LB VIBRATOR	160.58
	CRAFCO INC	09-83000	Material & Supplies	COLD PATCH	280.00
	DAVID STOOPS ELECTRIC	09-85500	Street Lighting	LABOR	274.82

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	DOLESE BROS CO	09-83000	Material & Supplies	GRAVEL	28.34
		09-83000	Material & Supplies	CONCRETE	274.00
	FRONTIER EQUIPMENT	09-84100	Vehicle Maintenance	SWITCH FOR SWEEPER	46.53
	HASKELL LEMON CONSTRUCTION	09-83000	Material & Supplies	ASPHALT	164.37
		09-83000	Material & Supplies	ASPHALT	65.06
	HOME DEPOT	09-83000	Material & Supplies	STREET MAINT SUPPLIE	237.90
		09-83300	Minor Tools	TOOLS	254.97
		09-83000	Material & Supplies	SIGN CLAMPS	13.68
	HUNZICKER BROS INC	09-83000	Material & Supplies	KIOSK LANTERNS	434.00
	SAINTS OCCUPATIONAL HEALTH	09-81200	Medical Exams	DRUG SCREENS	48.00
	OG&E	09-85500	Street Lighting	MONTHLY CHARGES	6,315.33
		09-85500	Street Lighting	MONTHLY CHARGES	25.66
		09-85500	Street Lighting	MONTHLY CHARGES	26.90
		09-85500	Street Lighting	MONTHLY CHARGES	27.01
		09-85500	Street Lighting	MONTHLY CHARGES	26.33
		09-85500	Street Lighting	MONTHLY CHARGES	26.33
		09-85500	Street Lighting	MONTHLY CHARGES	39.33
		09-85500	Street Lighting	MONTHLY CHARGES	29.95
	ONG	09-84800	Utilities	MONTHLY CHARGES	96.35
	RUDY CONSTRUCTION CO.	09-85350	Emergency Repairs	SNOW REMOVAL	4,825.00
				TOTAL:	15,493.51
Sanitation	WESTLAKE HARDWARE	10-83000	Material & Supplies	FASTENERS	21.95
	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	HAZARDOUS WASTE	125.00
	PERFECTION TRUCK PARTS & EQU	10-83000	Material & Supplies	SANITATION LIGHT	91.89
	US FLEET TRACKING	10-84100	Vehicle Maintenance	GPS TRACKING PUBLIC WORKS	119.80
	PETROLEUM TRADERS CORPORATIO	10-84900	Fuel	DIESEL FUEL	1,839.38
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	748.33
		10-81100	Uniform Allowance	OVER PAYMENT	28.61-
	SOUTH CENTRAL INDUSTRIES INC	10-83500	Safety Supplies	PAPER PRODUCTS	7.08
	GELLCO CLOTHING & SHOES INC	10-83500	Safety Supplies	SAFETY SHOES FOR A POSTON	129.95
	REPUBLIC SERVICES	10-85800	Landfill Disposal	COMMERCIAL GARBAGE 03/21	64.07
		10-85825	Commercial Garbage D	COMMERCIAL GARBAGE 03/21	7,697.03
	J & R EQUIPMENT CO	10-84100	Vehicle Maintenance	STANDS	1,628.12
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	MARCH 2021	4,344.77
	SAINTS OCCUPATIONAL HEALTH	10-81200	Medical Exams	DRUG SCREENS	116.00
	ONG	10-84800	Utilities	MONTHLY CHARGES	96.35
	PETROLEUM MARKETERS EQUIPMEN	10-84900	Fuel	DIESEL FUEL	1,839.38
		10-84900	Fuel	ENTERED WRONG VENDOR	1,839.38-
				TOTAL:	17,001.11
Parks Department	CINTAS CORP. #064	11-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	274.79
	SOUTH CENTRAL INDUSTRIES INC	11-83500	Safety Supplies	PAPER PRODUCTS	7.08
	IRRIGATION STATION	11-85700	Parks Maintenance	BLANKET PO FOR PARKS	5.54
		11-85700	Parks Maintenance	BLANKET PO FOR PARKS	6.76
		11-85700	Parks Maintenance	BLANKET PO FOR PARKS	38.46
		11-85700	Parks Maintenance	BLANKET PO FOR PARKS	2.85
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARKS MAINTENANCE	10,602.50
		11-85700	Parks Maintenance	DERIS CLEANUP	16,700.00
		11-85700	Parks Maintenance	PARK MAINTENANCE	94.45
				TOTAL:	27,732.43
Public Works Admin	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	66.89
	VERIZON WIRELESS	12-84700	Telephone	MONTHLY CHARGES	162.70

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84700	Telephone	MONTHLY CHARGES	122.69
	VISA	12-84300	Training & Membershi	ADOBE PRO DC	179.88
	TERMINIX PROCESSING CENTER	12-84200	Building Maintenance	PEST CONTROL	73.00
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	UNLEADED FUEL	898.35
	SOUTH CENTRAL INDUSTRIES INC	12-83000	Material & Supplies	PAPER PRODUCTS	26.14
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	JANITORIAL SERVICE	745.00
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	42.65
	ONG	12-84800	Utilities	MONTHLY CHARGES	96.35
				TOTAL:	2,413.65
General Government	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING	50.00
	VISA	13-84000	Equipment Maintenanc	ZOOM LICENSES	1,349.10
	VISA	13-83000	Material & Supplies	SUPPLIES	39.55
		13-83000	Material & Supplies	SUPPLIES	17.99
		13-83000	Material & Supplies	AMAZON	181.56
		13-87000	Misc. Expenses	EMPIRE SLICE PIZZA	595.00
		13-83000	Material & Supplies	AMAZON	106.20
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL	35.00
		13-84200	Building Maintenance	PEST CONTROL	35.00
		13-84200	Building Maintenance	PEST CONTROL	215.00
		13-84200	Building Maintenance	PEST CONTROL	89.00
	AT&T 405 848 3475 542 8	13-84700	Telephone	MONTHLY CHARGES	184.44
	ASPEN BUILDING SERVICES OF O	13-84200	Building Maintenance	SNOW REMOVAL	612.50
		13-85000	Janitorial Services	JANITORIAL SERVICE	1,362.50
	S & P GLOBAL MARKET INTELLIG	13-87000	Misc. Expenses	CUSIP FEES FOR 2021	91.00
	OCD SPECIALISTS LLC	13-84200	Building Maintenance	ATP TESTING	300.00
		13-83000	Material & Supplies	DISINFECTION	1,360.00
		13-84200	Building Maintenance	ATP TESTING	300.00
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	42.65
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL	17.50
		13-83000	Material & Supplies	5 GAL WATER	115.20
		13-83000	Material & Supplies	5 GAL WATER	122.20
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	47.40
		13-86300	Publications	NOTICES AND PUBLICATIONS	58.65
		13-86300	Publications	NOTICES AND PUBLICATIONS	27.00
		13-86300	Publications	NOTICES AND PUBLICATIONS	48.15
	INSTANT SIGNS INC	13-86300	Publications	OCE BOARD	54.50
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	562.79
		13-86300	Publications	NOTICES AND PUBLICATIONS	841.23
		13-86300	Publications	NOTICES AND PUBLICATIONS	54.42
		13-86300	Publications	NOTICES AND PUBLICATIONS	37.71
		13-86300	Publications	NOTICES AND PUBLICATIONS	48.34
	QUADIENT INC	13-84600	Lease/Rental	POSTAGE METER RENTAL	99.00
	OFFICE DEPOT 35315277	13-83000	Material & Supplies	MISC OFFICE SUPPLIES	89.91
		13-83000	Material & Supplies	MISC OFFICE SUPPLIES	49.98
	OG&E	13-84800	Utilities	MONTHLY CHARGES	1,176.89
	ONG	13-84800	Utilities	MONTHLY CHARGES	214.68
				TOTAL:	10,632.04
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	50.17
	AT&T 873114971	14-84700	Telephone	MONTHLY CHARGES	204.46
	VERIZON WIRELESS	14-84700	Telephone	MONTHLY CHARGES	121.36
		14-84700	Telephone	MONTHLY CHARGES	121.36
	US FLEET TRACKING	14-84100	Vehicle Maintenance	GPS TRACKING PUBLIC WORKS	89.95

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	PETROLEUM TRADERS CORPORATIO	14-84900	Fuel	UNLEADED FUEL	163.22
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	41.38
	VISA	14-83000	Material & Supplies	PHONE CASE	162.90
	ONG	14-84800	Utilities	MONTHLY CHARGES	96.35
				TOTAL:	1,051.15
Risk Manager	WAL-MART #9502	15-84300	Training & Membershi	SUPPLIES	14.24
	VERIZON WIRELESS	15-84700	Telephone	MONTHLY CHARGES	41.34
		15-84700	Telephone	MONTHLY CHARGES	41.34
	VISA	15-84300	Training & Membershi	THE DONUT PALACE	21.80
		15-84300	Training & Membershi	AMAZON	206.15
	PETROLEUM TRADERS CORPORATIO	15-84900	Fuel	UNLEADED FUEL	118.48
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	42.65
				TOTAL:	486.00
Information Systems Mg	COX COMMUNICATIONS	16-84600	Lease/Rental	INTERNET PUBLIC WORKS	287.94
		16-84600	Lease/Rental	INTERNET CITY HALL	539.99
	VERIZON WIRELESS	16-84700	Telephone	MONTHLY CHARGES	274.41
		16-84700	Telephone	MONTHLY CHARGES	214.41
	VISA	16-84000	Equipment Maintenanc	PRINTER	428.90
		16-84000	Equipment Maintenanc	LAPTOP BATTERY PUBLIC WOR	16.14
		16-84000	Equipment Maintenanc	PHONE CASE PUBLIC WORKS	37.09
		16-84000	Equipment Maintenanc	DOMAIN REGISTRATION	50.17
		16-84300	Training & Membershi	WATER-ISAC MEMBERSHIP	524.00
		16-84000	Equipment Maintenanc	POWER CORD TABLET COMPUTE	15.49
		16-84300	Training & Membershi	TYLER TRAINING	595.00
		16-84000	Equipment Maintenanc	USB CABLE	11.98
		16-83000	Material Supplies	PPE MASKS	11.89
		16-83000	Material Supplies	PPE CLEANER	33.98
	DAVENPORT GROUP	16-86050	Consulting Fees	DNS ISSUE LABOR	2,500.00
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	42.65
	PROJECT A INC	16-84000	Equipment Maintenanc	PROGRAM LABOR	95.00
		16-84600	Lease/Rental	WEBSITE HOSTING	600.00
				TOTAL:	6,279.04

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

FUND: Municipal Authority

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	MCKNIGHT, DO 00-34150	Utility Refunds	01-00305-06	151.70
		SOLOMON, CAR 00-34150	Utility Refunds	01-00385-09	81.51
		RODMAN, WADE 00-34150	Utility Refunds	02-00845-07	56.39
		CARTER, LAUR 00-34150	Utility Refunds	02-00856-04	117.25
				TOTAL:	406.85
Municipal Authority	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	25.08
	WESTLAKE HARDWARE	12-84500	Well Maintenance	BUNGEE CORDS	48.68
		12-84500	Well Maintenance	COMPRESSION SLEEVE	31.46
	GRAINGER	12-84500	Well Maintenance	GRAINGER	3,687.81-
		12-83000	Materials & Supplies	COMPRESSOR PARTS	42.07
		12-84500	Well Maintenance	WELL MAINT	18.14
		12-84500	Well Maintenance	HVAC UNITS	4,034.61
	BRITTON WELDING & AUTO	12-83000	Materials & Supplies	WELDING FOR DOLLY	60.00
	P & K EQUIPMENT	12-84000	Equipment Maintenanc	LAWN MOWER SER KIT	124.19
	TPSI	12-84950	Printing & Processin	UTILITY LATE NOTICES	99.75
		12-84950	Printing & Processin	UTILITY INVOICES MARCH 21	1,065.42
	ACCURATE ENVIRONMENT	12-84550	Water Quality Testin	WELLS SAMPLING	100.00
	VERIZON WIRELESS	12-84700	Telephone	MONTHLY CHARGES	634.05
		12-84700	Telephone	MONTHLY CHARGES	673.76
	NORTHERN SAFETY & INDUSTRIAL	12-83500	Safety Supplies	SAFETY EQUIPMENT	189.86
	UTILITY TECHNOLOGY SERVICES	12-83000	Materials & Supplies	WATER METER MXU	1,440.00
	US FLEET TRACKING	12-84100	Vehicle Maintenance	GPS TRACKING PUBLIC WORKS	239.40
	CLARENCE L BOYD COMPANY INC	12-84000	Equipment Maintenanc	BACKHOE REPAIRS	1,595.11
	BRENNTAG SOUTHWEST	12-84500	Well Maintenance	CHOLORINE	588.45
	RED WING SHOES	12-83000	Materials & Supplies	BOOTS FOR TY	130.00
	LAMPTON WELDING SUPPLY CO IN	12-84600	Equipment Rental	WELDING CYLINDER	74.95
	NORTHWIND HEAT & AIR	12-84500	Well Maintenance	BOOSTER PUMP REPAIR	359.00
	VERMEER GREAT PLAINS, INC.	12-83000	Materials & Supplies	PARTS FOR THE VACTRON	361.21
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	UNLEADED FUEL	3,308.18
		12-84900	Fuel	DIESEL FUEL	456.55
	CINTAS CORP. #064	12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	553.26
	SOUTH CENTRAL INDUSTRIES INC	12-83500	Safety Supplies	PAPER PRODUCTS	7.08
	CITY OF OKLAHOMA CITY	12-87700	OKC Sewer Charges	OKC SEWER CHARGES	52,252.32
	CORE & MAIN LP	12-84500	Well Maintenance	REPLACEMENT VALVE	187.96
	VISA	12-83000	Materials & Supplies	TRUCK WASH	25.00
		12-84300	Training & Membershi	LINKED IN LEARNING	239.88
		12-83000	Materials & Supplies	WASH	20.00
	DJ'S INDUSTRIAL RUBBER INC	12-83000	Materials & Supplies	300 FT OF HOSE	444.08
	FRONTIER EQUIPMENT	12-84000	Equipment Maintenanc	JETTER HOSE	800.00
	GELCO CLOTHING & SHOES INC	12-83500	Safety Supplies	BOOTS FOR MATHIS	130.00
	HIBDON TIRES PLUS	12-84100	Vehicle Maintenance	TIRES FOR PW SUPERVISOR	543.52
	HOME DEPOT	12-84500	Well Maintenance	WELL SUPPLIES	81.32
		12-84500	Well Maintenance	WELL SUPPLIES	260.57
		12-83000	Materials & Supplies	STEP LADDER	39.97
	LOCKE SUPPLY CO	12-83000	Materials & Supplies	BRACKET	23.45
	OG&E	12-84800	Utilities	MONTHLY CHARGES	408.90
		12-84800	Utilities	MONTHLY CHARGES	200.35
		12-84800	Utilities	MONTHLY CHARGES	8,532.77
		12-84800	Utilities	MONTHLY CHARGES	778.41
	OK CONTRACTORS SUPPLY	12-83000	Materials & Supplies	WATER METER PARTS	893.00
	ONG	12-84800	Utilities	MONTHLY CHARGES	95.29
		12-84800	Utilities	MONTHLY CHARGES	95.29
		12-84800	Utilities	MONTHLY CHARGES	106.74

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

FUND: Municipal Authority

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84800	Utilities	MONTHLY CHARGES	240.33
		12-84800	Utilities	MONTHLY CHARGES	96.35
	OREILLY AUTOMOTIVE STORES IN	12-83000	Materials & Supplies	FUEL HOSE	27.80
	PETROLEUM MARKETERS EQUIPMEN	12-84900	Fuel	DIESEL FUEL	456.55
		12-84900	Fuel	ENTERED WRONG VENDOR	456.55-
	ROSE STATE COLLEGE	12-84300	Training & Membershi	D WATER WASTEWATER	606.00
		12-84300	Training & Membershi	C LAB LICENSE	389.00
				TOTAL:	80,090.75

FUND: General Fund - CIP

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Police Department	VSP MARKETING GRAPHIC GROUP	06-88100	Capital Outlay - Veh	GRAPHICS UNIT 50-51	1,074.95
	TOTAL WIRELESS DATA INC	06-88100	Capital Outlay - Veh	AIRLINK MP70	1,350.00
		06-88100	Capital Outlay - Veh	ANTENNA	530.00
				TOTAL:	2,954.95

FUND: Health Insurance Fun

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
General Government	ASSURED BENEFITS ADMINISTRAT	13-80530	Adminstration Cost	ASSURED BENEFITS ADMINISTR	3,534.75
		13-80510	Premium Expense	ASSURED BENEFITS ADMINISTR	16,200.80
		13-80530	Adminstration Cost	ASSURED BENEFITS ADMINISTR	3,534.75-
		13-80510	Premium Expense	ASSURED BENEFITS ADMINISTR	16,200.80-
				TOTAL:	0.00

FUND: General Obligation B

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2018 GO Bond Series	SMITH ROBERTS BALDISCHWILER	88-98550	Water Projects	WW-1804 - Re-drill Water	2,716.00
				TOTAL:	2,716.00
2019 GO Bond	SMITH ROBERTS BALDISCHWILER	89-98550	Water Projects	Water tank paiting	2,690.70
	SOUTHWEST WATER WORKS LLC	89-98550	Water Projects	FIRE HYDRANT REPLACEMENT	7,500.00
	FORD AUDIO-VIDEO SYSTEMS LLC	89-99450	Communications & Dat	AUDIO VISUAL SERVICE LABO	1,790.00
				TOTAL:	11,980.70
2020 GO Bond	SMITH ROBERTS BALDISCHWILER	90-97550	Paving (Streets)	PC 2002 Drury Ln	3,007.80
		90-97550	Paving (Streets)	PC 2002 N Penn	5,898.37
		90-97550	Paving (Streets)	PC-2102	8,126.25
		90-97550	Paving (Streets)	PC-2101	6,579.00
		90-97550	Paving (Streets)	PC-2101	1,729.20
		90-97550	Paving (Streets)	PC-2101	1,478.40
		90-99800	Other Expenses Paid	2020 BOND ENGINEERING	1,192.32
	BURGESS ENGINEERING & TESTIN	90-97550	Paving (Streets)	PC-2002 TESTING	1,396.00
		90-97550	Paving (Streets)	PC-2002 TESTING	4,440.00
		90-97550	Paving (Streets)	PC-2002 TESTING	327.00
	SIGNALTEK INC	90-98950	Traffic Controls	TRAFFIC SIGNAL UPGRADE	18,275.00
	FRANKFURT-SHORT-BRUZA ASSOCI	90-99700	Fire	CITY HALL & FIRE DEPT REN	6,865.50
	RUDY CONSTRUCTION CO.	90-97550	Paving (Streets)	PC-2002 NPenn & Drury	55,882.59
				TOTAL:	115,197.43
2021 GO Bond	SMITH ROBERTS BALDISCHWILER	91-98550	Water Projects	WC-2101 Water Treatment	5,261.25
				TOTAL:	5,261.25

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===== FUND TOTALS =====
01  General Fund          130,201.14
06  Municipal Authority    80,497.60
07  General Fund - CIP      2,954.95
18  Health Insurance Fund      0.00
80  General Obligation Bonds 135,155.38
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GRAND TOTAL:              348,809.07
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TOTAL PAGES: 10

Attachment: Claims List March 2021 (5078 : 5 Total Warrants & Claims)

SELECTION CRITERIA

5.a.a

SELECTION OPTIONS

VENDOR SET: 01-City of Nichols Hills
VENDOR: Exclude: 01-1012, 01-1090, 01-1095, 01-1130, 01-1398, 01-1433, 01-1845, 01-1958, 01-1968, 01-2006
CLASSIFICATION: All
BANK CODE: Exclude: PY
ITEM DATE: 3/01/2021 THRU 3/31/2021
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: YES
REPORT TITLE: C L A I M S L I S T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

March 23, 2021

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 2
Nichols Hills Project No. PC-2002
2020 G.O. Bond Issue – Paving
Improvements to N. Penn Ave. from Wilshire
Blvd. to Westminster Pl. & 1600 Block of
Drury Ln.
Contractor: Rudy Construction Co.
Original Contract Amount: \$1,598,277.20
Current Contract Amount: \$1,598,277.20
Claims to Date Less Ret.: \$92,757.98
Paid to Date: \$36,875.39
Amount Remaining: \$1,505,519.22
Current Amount Due: \$55,882.59

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 2** on the above referenced project in the amount of **\$55,882.59**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

2020 G.O. Bond Issue Paving Account
(Acct. #80-90-97550).....\$55,882.59

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady Wade, P.E.
City Engineer

GJW/edp
cc: File #114594K
Enclosure

PROGRESSIVE ESTIMATE NO. 2

Nichols Hills 2020 G.O. Bond Issues
 PC-2002 G.O. Bond Issue Paving Improvements to N. Penn Ave.
 From Wilshire Blvd. to Westminster Pl. & 1600 Block of Drury Lane
 PC-2002

Rudy Construction Co.
 PO Box 14575
 Oklahoma City, OK 73113

From: 2/11/2021 To: 3/10/2021
 Notice to Proceed: 1/11/2021
 Project Duration: 210 Calendar Days
 Days Used: 54.5
 Days Remaining: 155.5

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	CEMENTITIOUS STABILIZED SUBGRADE (8")	SY	16,208.00	3,337.30	0.00	3,337.30	\$	\$22,526.78	20.59
2	AGGREGATE BASE	TON	500.00	0.00	0.00	0.00	\$	\$0.00	0.00
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	3,643.00	0.00	0.00	0.00	\$	\$0.00	0.00
4	PORTLAND CEMENT CONCRETE PAVEMENT (8")	SY	11,719.00	0.00	0.00	0.00	\$	\$0.00	0.00
5	PORTLAND CEMENT CONCRETE PAVEMENT (6") (PANEL REPLACEMENT)	SY	200.00	0.00	0.00	0.00	\$	\$0.00	0.00
6	INTEGRAL CURB (6" BARRIER)	LF	7,853.00	0.00	0.00	0.00	\$	\$0.00	0.00
7	INTEGRAL CURB (6" MOUNTABLE)	LF	100.00	0.00	0.00	0.00	\$	\$0.00	0.00
8	CAST IRON CURB HOOD (R-3282)	EA	26.00	0.00	0.00	0.00	\$	\$0.00	0.00
9	WATER LINE LOWERING (COMPLETE) (16" COMPLETE IN PLACE)	EA	3.00	0.00	0.00	0.00	\$	\$0.00	0.00
10	WATER LINE LOWERING (COMPLETE) (12" COMPLETE IN PLACE)	EA	1.00	0.00	0.00	0.00	\$	\$0.00	0.00
11	WATER SERVICE LINE LONG (2")	EA	18.00	0.00	0.00	0.00	\$	\$0.00	0.00
12	REMOVE AND RESET SIGN	EA	14.00	0.00	0.00	0.00	\$	\$0.00	0.00
13	REMOVE AND RESET IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	EA	1,520.00	350.00	0.00	350.00	\$	\$4,200.00	23.03
14	REMOVE & RESET LAWN IRRIGATION HEAD	EA	76.00	10.00	0.00	10.00	\$	\$600.00	13.16
15	COLOR AUDIO/VIDEO RECORDING (PRE/POST CONSTR.)	LS	1.00	0.00	0.50	0.50	\$	\$600.00	50.00
16	CONSTRUCTION STAKING	LS	1.00	0.10	0.25	0.35	\$	\$4,375.00	35.00
17	CONSTRUCTION STAKING AND TRAFFIC CONTROL	LS	1.00	0.10	0.10	0.20	\$	\$5,750.00	20.00
18	MOBILIZATION	EA	1.00	0.00	0.15	0.15	\$	\$12,500.00	25.00
19	RELOCATE WATER METER	EA	4.00	0.00	0.00	0.00	\$	\$0.00	0.00
20	REMOVE SIDEWALK	SY	32.00	0.00	0.00	0.00	\$	\$0.00	0.00
21	STREET PAVEMENT REMOVAL	SY	15,017.00	3,198.00	1,918.60	5,116.60	\$	\$35,788.20	34.05
22	REMOVE DRIVEWAY	SY	389.00	0.00	20.00	20.00	\$	\$200.00	5.14
23	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	0.00	0.00	0.00	\$	\$0.00	0.00
24	SEPARATOR FABRIC FOR BASES	SY	16,208.00	0.00	0.00	0.00	\$	\$0.00	0.00
25	GEGRID FOR BASES	SY	300.00	0.00	0.00	0.00	\$	\$0.00	0.00
26	SIDEWALK (4")	SY	2.00	0.00	0.00	0.00	\$	\$0.00	0.00
27	BRICK SIDEWALK	SY	25.00	0.00	0.00	0.00	\$	\$0.00	0.00
28	6" P.C. CONC. DRIVEWAY (HES)	SY	363.00	0.00	0.00	0.00	\$	\$0.00	0.00
29	SOLID SLAB SODDING	LS	1.00	0.00	0.00	0.00	\$	\$0.00	0.00
30	TREE REMOVAL	EA	1.00	0.00	0.00	0.00	\$	\$0.00	0.00

ORIGINAL CONTRACT AMOUNT: \$1,598,277.20

CHANGES TO DATE:

Amendment No. 1

Change Order No. 1

\$0.00

\$0.00

CURRENT CONTRACT AMOUNT:

\$1,598,277.20

TOTAL AMOUNT OF WORK TO DATE:

\$97,639.98

MATERIAL ON HAND:

\$0.00

TOTAL TO DATE:

\$97,639.98

LESS 5% RETAINAGE:

\$4,882.00

DIFFERENCE:

\$92,757.98

SUBTOTAL:

\$92,757.98

LESS PREVIOUS PAYMENTS:

\$36,875.39

CONTRACT AMOUNT DUE THIS ESTIMATE:

\$55,882.59

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

Greg Clifford, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the proceeding of the contract under which the attached claim for payment is submitted/attached.

Rudy Construction Co.
 RUDY CONSTRUCTION CO.

Subscribed and sworn to before me March 23, 2021.

Notary Public, Clerk or Judge

Rebekah Esparza
 1/25/21

My Commission Expires:

CERTIFICATE OF ENGINEER:

I certify that this estimate of \$55,882.59 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: *[Signature]*

Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is

APPROVED for payment for \$

this day of 20

CITY OF NICHOLS HILLS



City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

March 29, 2021
Invoice No: 15900

Project #20202180 CNH - Fire Station Renovation
Professional Services through March 10, 2021

Fee

Total Fee	298,500.00					
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design Phase	25.00	74,625.00	100.00	74,625.00	74,625.00	0.00
Design Development Phase	30.00	89,550.00	100.00	89,550.00	89,550.00	0.00
Construction Documents Phase	23.00	68,655.00	90.00	61,789.50	54,924.00	6,865.50
Construction Phase	22.00	65,670.00	0.00	0.00	0.00	0.00
Totals				225,964.50	219,099.00	6,865.50
Total Fee						6,865.50
Total this Invoice						<u>\$6,865.50</u>

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	6,865.50	219,099.00	225,964.50		
Consultant	0.00	34,888.42	34,888.42		
Totals	6,865.50	253,987.42	260,852.92	253,987.42	6,865.50

PLEASE REMIT PAYMENT TO:

5801 Broadway Extension, Suite 500
Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

RESOLUTION

(No. 1409)

A RESOLUTION AUTHORIZING THE DISPOSAL AND DESTRUCTION OF CERTAIN ORIGINAL RECORDS AND PAPERS OF RECORDS PRIOR TO THE RETENTION PERIOD FOR SUCH RECORDS ESTABLISHED IN THE REVISED RECORDS RETENTION MANUAL, 2015; AND DIRECTING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO PROVIDE FOR THE DISPOSAL AND DESTRUCTION OF SUCH RECORDS.

WHEREAS, 11 O.S. § 22-131(A) prescribes retention periods for the destruction, sale or disposition of certain enumerated municipal records; and

WHEREAS, 11 O.S. § 22-131(B) provides that time limits for the disposition of records, papers and documents which are not mentioned in 11 O.S. § 22-131(A) “may be determined and set by ordinance or resolution of the municipal governing body;” and

WHEREAS, on September 8, 2015 the Council of the City of Nichols Hills, Oklahoma adopted a Resolution which: (a) established the Revised Records Retention Manual, 2015, for the City of Nichols Hills, Oklahoma (“Records Retention Manual”); and (b) in accordance with 11 O.S. § 22-132(C), declared that whenever photostatic copies, photographs, microphotographs, reproductions on films or optical disks of the records described in the Records Retention Manual shall be placed in conveniently accessible files and provisions made for preserving, examining and using same, the City Manager may certify those facts to the City Council; and, following such certification, the City Council may, by resolution, authorize the disposal, archival storage or destruction of the original records and papers before the expiration of the retention period established in the Records Retention Manual; and

WHEREAS, the City Manager has made certification in the attached Exhibit A that photostatic copies, photographs, reproductions on films or optical disks of the records described in Exhibit A have been placed in conveniently accessible files and provisions have been made for preserving, examining and using the same; and

WHEREAS, the Council of the City of Nichols Hills, Oklahoma deems it to be in the best interests of the City of Nichols Hills, Oklahoma to make available additional storage space in the offices of the City by authorizing the disposal and destruction of the original records and papers of the records identified in Exhibit A of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with 11 O.S. § 22-132(C), the Council of the City of Nichols Hills, Oklahoma hereby authorizes the disposal and destruction of the original records and papers of records identified in the attached Exhibit A prior to the retention periods for such records established in the Revised Retention Manual, 2015, and directs the City Manager to take all actions necessary to provide for the disposal and destruction of such records.

ADOPTED AND APPROVED by the Council and **SIGNED** by the Mayor of the City of Nichols Hills, Oklahoma, this 13th day of April, 2021.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Attachment: 7 NH-Records Destruction Reso-9 2 15-2 1 (5079 : 7 Disposal & Destruction of original documents)

Exhibit A

CERTIFICATION

I, S. Shane Pate II, City Manager for the City of Nichols Hills, Oklahoma, hereby certify that photostatic copies, photographs, reproductions on films or optical disks of the following records have been placed in conveniently accessible files and provisions have been made for preserving, examining and using the same:

Record Classification:**Record Dates:****Agendas**

City Council	March 9, 2021
Municipal Authority	March 9, 2021
Building Commission	March 16, 2021
Board of Adjustment	March 17, 2021
Environmental, Health and Sustainability Commission	March 24, 2021
Planning Commission	April 6, 2021

Agreements and Contracts

Utility Service Co., Inc. Water Tank Maintenance Contract	
2,000,000 Ground Storage	August 1, 2001
Utility Service Co., Inc. Water Tank Maintenance Contract	
250,000 Pedisphere	August 1, 2001
AT&T Second Amendment to Lease Agreement-Casady Square	March 9, 2021
AT&T Memorandum of Agreement	March 9, 2021

Bank Statements and Reconciliations

Bank of Oklahoma	February 28, 2021
OpenEdge	February 28, 2021
OpenEdge	March 31, 2021
Pooled Cash	March 31, 2021
Flex Claims	March 31, 2021
Municipal Court	March 31, 2021
Sinking Fund	March 31, 2021
2016 GO Bond	March 31, 2021
2017 GO Bond	March 31, 2021
2018 GO Bond	March 31, 2021
2019 GO Bond	March 31, 2021
2020 GO Bond	March 31, 2021
2021 GO Bond	March 31, 2021
Utility Deposit	March 31, 2021
Health Insurance Account	March 31, 2021

Collateral – Letters of Credit – Certificates of Deposit

Irrevocable Letter of Credit – MidFirst Bank \$15,100,000	March 4, 2021
Collateral Securities Pledge Release – Kirkpatrick Bank \$350,000	April 7, 2021

General Obligation Bonds

Task Order Public Works Facility	January 26, 2021
WC-1903, WC-2001 Specifications, Proposal and Notice to Bidders	March 9, 2021
WC-1903, WC-2001 Bidding Documents Addendum No. 1	April 5, 2021
WC-1903, WC-2001 Bidding Documents Addendum No. 2	April 5, 2021
Pay Estimate #1 – PC-2002 Rudy Construction, Co.	March 9, 2021
Invoice #15821 FSB	March 9, 2021
Plans for Water Well #10 – WW-1804	June 26, 2019
CGC, LLC Contract for PC-1704, PC-1705, PC-1802	March 12, 2019
CGC, LLC Performance Bond for PC-1704, PC-1705, PC-1802	March 12, 2019
CGC, LLC Statutory Bond for PC-1704, PC-1705, PC-1802	March 12, 2019
CGC, LLC Maintenance Bond for PC-1704, PC-1705, PC-1802	March 12, 2019
CGC, LLC Tax Exempt Letter for PC-1704, PC-1705, PC-1802	March 21, 2019
Urban Contractors, LLC Contract for SC-1801	March 12, 2019
Urban Contractors, LLC Performance Bond for SC-1801	March 12, 2019
Urban Contractors, LLC Statutory Bond for SC-1801	March 12, 2019
Urban Contractors, LLC Maintenance Bond for SC-1801	March 12, 2019
Urban Contractors, LLC Tax Exempt Letter for SC-1801	March 12, 2019
Southwest Water Works, LLC Contract for WC-1803	February 12, 2019
Southwest Water Works, LLC Performance Bond for WC-1803	February 12, 2019
Southwest Water Works, LLC Statutory Bond for WC-1803	February 12, 2019
Southwest Water Works, LLC Maintenance Bond for WC-1803	February 12, 2019
Layne Christensen Co. Tax Exempt Letter for WW-1702	August 21, 2018
Layne Christensen Co. Contract for WW-1702	July 10, 2018
Layne Christensen Co. Maintenance Bond for WW-1702	July 10, 2018
Layne Christensen Co. Performance Bond for WW-1702	July 10, 2018
Layne Christensen Co. Defect Bond for WW-1702	July 10, 2018
Layne Christensen Co. Statutory Bond for WW-1702	July 10, 2018
Grooms Irrigation Company Contract for FC-1702	April 10, 2018
Grooms Irrigation Company Performance Bond for FC-1702	April 10, 2018
Grooms Irrigation Company Statutory Bond for FC-1702	April 10, 2018
Grooms Irrigation Company Maintenance Bond for FC-1702	April 10, 2018
Grooms Irrigation Company Certificate of Liability Insurance for FC-1702	April 13, 2018
Urban Contractors, LLC Maintenance Bond for DC-1801	February 23, 2018
MTZ Construction Co. Contract for PC-1703	February 13, 2018
MTZ Construction Co. Performance Bond PC-1703	February 13, 2018
MTZ Construction Co. Statutory Bond for PC-1703	February 13, 2018
MTZ Construction Co. Maintenance Bond for PC-1703	February 13, 2018
Atlas Paving Company Contract for PC-1702	January 9, 2018
Atlas Paving Company Performance Bond for PC-1702	January 9, 2018
Atlas Paving Company Defect Bond for PC-1702	January 9, 2018
Atlas Paving Company Maintenance Bond for PC-1702	January 9, 2018
Atlas Paving Company Statutory Bond for PC-1702	January 9, 2018
4M Trenching Maintenance Bond for WC-1802	December 11, 2018
Jenco Construction Company Contract for CH-1601	March 8, 2016
Jenco Construction Company Maintenance Bond for CH-1601	March 8, 2016

Jenco Construction Company Performance Bond for CH-1601	March 8, 2016
Jenco Construction Company Statutory Bond for CH-1601	March 8, 2016
Petroleum Marketers Equipment Co., LLC Contract for FC-1401	January 12, 2016
Petroleum Marketers Equipment Co., LLC Maintenance Bond for FC-1401	January 12, 2016
Petroleum Marketers Equipment Co., LLC Defect Bond for FC-1401	January 12, 2016
Petroleum Marketers Equipment Co., LLC Performance Bond for FC-1401	January 12, 2016
Petroleum Marketers Equipment Co., LLC Statutory Bond for FC-1401	January 12, 2016
SAC Services, Inc. Contract for FC-1501	October 20, 2016
SAC Services, Inc. Performance Bond for FC-1501	October 20, 2016
SAC Services, Inc. Statutory Bond for FC-1501	October 20, 2016
SAC Services, Inc. Maintenance Bond for FC-1501	October 20, 2016
Urban Contractors, LLC Contract for DC-1501	October 11, 2016
Urban Contractors, LLC Statutory Bond for DC-1501	October 11, 2016
Urban Contractors, LLC Performance Bond for DC-1501	October 11, 2016
Urban Contractors, LLC Maintenance Bond for DC-1501	October 11, 2016
Southwest Water Works, LLC Emergency Contract for WC-1602	December 13, 2016
Southwest Water Works, LLC Performance Bond for WC-1602	December 13, 2016
Southwest Water Works, LLC Statutory Bond for WC-1602	December 13, 2016
Southwest Water Works, LLC Maintenance Bond for WC-1602	December 13, 2016
Layne Christensen Co. Contract for WW-1501	April 12, 2016
Layne Christensen Co. Maintenance Bond for WW-1501	April 12, 2016
Layne Christensen Co. Performance Bond for WW-1501	April 12, 2016
Layne Christensen Co. Statutory Bond for WW-1501	April 12, 2016
Layne Christensen Co. Defect Bond for WW-1501	April 12, 2016
Utility Technology Services, Inc. Contract for WC-1701	March 29, 2017
Utility Technology Services, Inc. Performance Bond for WC-1701	March 29, 2017
Utility Technology Services, Inc. Maintenance Bond for WC-1701	March 29, 2017
Utility Technology Services, Inc. Defect Bond for WC-1701	March 29, 2017
Utility Technology Services, Inc. Statutory Bond for WC-1701	March 29, 2017
Cimarron Construction Company Contract for DC-0201	May 3, 2002
Cimarron Construction Company Construction Bond for DC-0201	May 3, 2002
Cimarron Construction Company Maintenance Bond for DC-0201	May 3, 2002
Cimarron Construction Company Statutory Bond for DC-0201	May 3, 2002
Cimarron Construction Company Liability Insurance for DC-0201	May 3, 2002
Cimarron Construction Company Contract for DC-0202	October 8, 2002
Cimarron Construction Company Construction Bond for DC-0202	October 8, 2002
Cimarron Construction Company Maintenance Bond for DC-0202	October 8, 2002
Cimarron Construction Company Statutory Bond for DC-0202	October 8, 2002
Cimarron Construction Company Liability Insurance for DC-0202	October 8, 2002
Amis Materials Co. Contract for DC-0701	June 26, 2008
Amis Materials Co. Construction Bond for DC-0701	June 26, 2008
Amis Materials Co. Maintenance Bond for DC-0701	June 26, 2008
Amis Materials Co. Statutory Bond for DC-0701	June 26, 2008
Notice to Bidders DC-9901	June 30, 2000
Utility Service Co., Inc. Contract for FC-0601	December 12, 2006
Utility Service Co., Inc. Construction Bond for FC-0601	December 12, 2006
Utility Service Co., Inc. Contract for FC-0601	December 12, 2006

Utility Service Co., Inc. Maintenance Bond for FC-0601	December 12, 2006
Utility Service Co., Inc. Statutory Bond for FC-0601	December 12, 2006
Utility Service Co., Inc. Liability Insurance for FC-0601	December 12, 2006
Urban Contractors, Inc. Contract for FC-0501	July 12, 2005
Urban Contractors, Inc. Liability Insurance for FC-0501	July 12, 2005
Urban Contractors, Inc. Construction Bond for FC-0501	July 12, 2005
Urban Contractors, Inc. Maintenance for FC-0501	July 12, 2005
Urban Contractors, Inc. Statutory Bond for FC-0501	July 12, 2005
Homco Construction Co., Inc. Contract for FC-0502	December 13, 2005
Homco Construction Co., Inc. Construction Bond for FC-0502	December 13, 2005
Homco Construction Co., Inc. Maintenance for FC-0502	December 13, 2005
Homco Construction Co., Inc. Statutory Bond for FC-0502	December 13, 2005
Homco Construction Co., Inc. Liability Insurance for FC-0502	December 13, 2005
Urban Contractors, Inc. Contract for FC-0801	May 13, 2008
Urban Contractors, Inc. Liability Insurance for FC-0801	May 13, 2008
Urban Contractors, Inc. Construction Bond for FC-0801	May 13, 2008
Urban Contractors, Inc. Maintenance for FC-0801	May 13, 2008
Urban Contractors, Inc. Statutory Bond for FC-0801	May 13, 2008
Midwest Wrecking Co. Contract for FC-0702	January 8, 2008
Midwest Wrecking Co. Construction Bond for FC-0702	January 8, 2008
Midwest Wrecking Co. Statutory Bond for FC-0702	January 8, 2008
Urban Contractors, Inc. Contract for FC-0701	April 10, 2007
Urban Contractors, Inc. Maintenance Bond for FC-0701	April 10, 2007
Urban Contractors, Inc. Statutory Bond for FC-0701	April 10, 2007
Urban Contractors, Inc. Construction Bond for FC-0701	April 10, 2007
Urban Contractors, Inc. Contract for FC-0901	October 14, 2008
Urban Contractors, Inc. Construction Bond for FC-0901	October 14, 2008
Urban Contractors, Inc. Statutory Bond for FC-0901	October 14, 2008
Urban Contractors, Inc. Maintenance Bond for FC-0901	October 14, 2008
Urban Contractors, Inc. Liability Insurance for FC-0901	October 14, 2008
Freedom Electric, Inc. Contract for FC-9901	June 29, 1999
Freedom Electric, Inc. Construction Bond for FC-9901	June 29, 1999
Freedom Electric, Inc. Maintenance Bond for FC-9901	June 29, 1999
Freedom Electric, Inc. Statutory Bond for FC-9901	June 29, 1999
Blastco Texas, Inc Contract for FC-1101	October 11, 2011
Blastco Texas, Inc Performance Bond for FC-1101	October 11, 2011
Blastco Texas, Inc Statutory Bond for FC-1101	October 11, 2011
Blastco Texas, Inc Maintenance Bond for FC-1101	October 11, 2011
Blastco Texas, Inc Liability Insurance for FC-1101	October 11, 2011
Blastco Texas, Inc Contract for FC-1101	June 14, 2011
Pillar Contracting, Inc Contract for FC-1302	March 10, 2015
Pillar Contracting, Inc Performance Bond for FC-1302	March 10, 2015
Pillar Contracting, Inc Statutory Bond for FC-1302	March 10, 2015
Pillar Contracting, Inc Maintenance Bond for FC-1302	March 10, 2015
Pillar Contracting, Inc Defect Bond for FC-1302	March 10, 2015
Notice to Bidders for FC-1401	October 29, 2015
Shell Construction Company, Inc. Contract for PC-0201	October 8, 2002

Shell Construction Company, Inc. Construction Bond for PC-0201	October 8, 2002
Shell Construction Company, Inc. Statutory Bond for PC-0201	October 8, 2002
Shell Construction Company, Inc. Maintenance Bond for PC-0201	October 8, 2002
Shell Construction Company, Inc. Liability Insurance for PC-0201	October 8, 2002
Shell Construction Company, Inc. Contract for PC-0301	April 13, 2004
Shell Construction Company, Inc. Construction Bond for PC-0301	April 13, 2004
Shell Construction Company, Inc. Statutory Bond for PC-0301	April 13, 2004
Shell Construction Company, Inc. Maintenance Bond for PC-0301	April 13, 2004
Shell Construction Company, Inc. Change Order #1 for PC-0301	December 27, 2004
Shell Construction Company, Inc. Amendment #1 for PC-0301	May 16, 2005
RDNJ, Inc. dba A-Tech Paving Contract for PC-0601	June 12, 2007
RDNJ, Inc. dba A-Tech Paving Construction Bond for PC-0601	June 12, 2007
RDNJ, Inc. dba A-Tech Paving Maintenance Bond for PC-0601	June 12, 2007
RDNJ, Inc. dba A-Tech Paving Statutory Bond for PC-0601	June 12, 2007
The Board of County Commissioners of Oklahoma County and City of Oklahoma City Contract for PC-0602	September 12, 2006
PC-0602 Pay Estimate #2	December 28, 2007
Krapff-Reynolds Construction Co. Contract for PC-0701	July 7, 2009
Krapff-Reynolds Construction Co. Performance Bond for PC-0701	July 7, 2009
Krapff-Reynolds Construction Co. Statutory Bond for PC-0701	July 7, 2009
Krapff-Reynolds Construction Co. Maintenance Bond for PC-0701	July 7, 2009
A-Tech Paving Contract for PC-1001	September 11, 2012
A-Tech Paving Performance Bond for PC-1001	September 11, 2012
A-Tech Paving Liability Insurance for PC-1001	September 11, 2012
A-Tech Paving Tax-Exempt Letter for PC-1001	October 16, 2012
A-Tech Paving Contract Termination Agreement for PC-1001	August 30, 2013
A-Tech Paving Statutory Bond for PC-1001	September 11, 2012
A-Tech Paving Maintenance Bond for PC-1001	September 11, 2012
A-Tech Paving Defect Bond for PC-1001	September 11, 2012
Atlas Paving Contract for PC-0801 & WC-1002	October 26, 2010
Atlas Paving Performance for PC-0801 & WC-1002	October 26, 2010
Atlas Paving Statutory Bond for PC-0801 & WC-1002	October 26, 2010
Atlas Paving Maintenance Bond for PC-0801 & WC-1002	October 26, 2010
Atlas Paving Liability Insurance for PC-0801 & WC-1002	October 26, 2010
Atlas Paving Company Contract for PC-0901 & WC-1003	June 14, 2011
Atlas Paving Company Statutory Bond for PC-0901 & WC-1003	June 14, 2011
Atlas Paving Company Performance Bond for PC-0901 & WC-1003	June 14, 2011
Atlas Paving Company Maintenance Bond for PC-0901 & WC-1003	June 14, 2011
Atlas Paving Company Liability Insurance for PC-0901 & WC-1003	June 14, 2011
Shell Construction Company, Inc. Contract for PC-1003	July 13, 2010
Shell Construction Company, Inc. Performance Bond for PC-1003	July 13, 2010
Shell Construction Company, Inc. Statutory Bond for PC-1003	July 13, 2010
Shell Construction Company, Inc. Maintenance Bond for PC-1003	July 13, 2010
Shell Construction Company, Inc. Tax Exempt Letter for PC-1003	October 8, 2010
PC-1004 Grand Boulevard Trail Phase III Approval Sheet	June 16, 2010
Nash Construction Co. Contract for PC-1004	July 13, 2010
Nash Construction Co. Maintenance Bond for PC-1004	July 13, 2010

Nash Construction Co. Statutory Bond for PC-1004	July 13, 2010
Nash Construction Co. Performance Bond for PC-1004	July 13, 2010
SAC Service, Inc Contract for PC-1101	December 18, 2012
SAC Service, Inc Tax Exempt Letter for PC-1101	February 14, 2013
PC-1101 Notice to Bidders	November 26, 2012
SAC Service, Inc Performance Bond for PC-1101	February 13, 2012
SAC Service, Inc Statutory Bond for PC-1101	February 13, 2012
SAC Service, Inc Maintenance Bond for PC-1101	February 13, 2012
SAC Service, Inc Liability Insurance for PC-1101	February 13, 2012
Nash Construction Company Contract for PC-1201	June 9, 2015
Nash Construction Company Statutory Bond for PC-1201	June 9, 2015
Nash Construction Company Performance Bond for PC-1201	June 9, 2015
Nash Construction Company Maintenance Bond for PC-1201	June 9, 2015
Nash Construction Company Contract for PC-1301	September 10, 2013
Nash Construction Company Performance Bond for PC-1301	September 10, 2013
Nash Construction Company Statutory Bond for PC-1301	September 10, 2013
Nash Construction Company Maintenance Bond for PC-1301	September 10, 2013
Nash Construction Company Contract for PC-1302	October 8, 2013
Nash Construction Company Performance Bond for PC-1302	October 8, 2013
Nash Construction Company Maintenance Bond for PC-1302	October 8, 2013
Nash Construction Company Statutory Bond for PC-1302	October 8, 2013
Rudy Construction Co. Contract for PC-1401	March 11, 2014
Rudy Construction Co. Performance Bond for PC-1401	March 11, 2014
Rudy Construction Co. Statutory Bond for PC-1401	March 11, 2014
Rudy Construction Co. Maintenance Bond for PC-1401	March 11, 2014
SAC Services Contract for PC-1501	April 12, 2016
SAC Services Tax Exempt Letter for PC-1501	April 13, 2016
SAC Services Performance Bond for PC-1501	April 12, 2016
SAC Services Statutory Bond for PC-1501	April 12, 2016
SAC Services Maintenance Bond for PC-1501	April 12, 2016
MTZ Construction, Inc. Contract for PC-1603	March 14, 2017
MTZ Construction, Inc. Maintenance Bond for PC-1603	March 23, 2017
MTZ Construction, Inc. Statutory Bond for PC-1603	March 23, 2017
MTZ Construction, Inc. Performance Bond for PC-1603	March 23, 2017
SAC Services, Inc. Contract for PC-1701	September 12, 2017
SAC Services, Inc. Tax Exempt Letter for PC-1701	September 18, 2017
SAC Services, Inc. Maintenance Bond for PC-1701	September 12, 2017
SAC Services, Inc. Performance Bond for PC-1701	September 12, 2017
Ground Guys of Edmond Contract for FC-1901	February 21, 2020
Ground Guys of Edmond Performance Bond for FC-1901	February 21, 2020
Ground Guys of Edmond Statutory Bond for FC-1901	February 21, 2020
Ground Guys of Edmond Maintenance Bond for FC-1901	February 21, 2020
Ground Guys of Edmond Liability Insurance for FC-1901	February 21, 2020
Rudy Construction Co. Contract for FC-1701, PC-1803, PC-1804, PC-1901 & PC-1902	September 10, 2019
Rudy Construction Co. Performance Bond for FC-1701, PC-1803, PC-1804, PC-1901 & PC-1902	September 10, 2019

Rudy Construction Co. Statutory Bond for FC-1701, PC-1803, PC-1804, PC-1901 & PC-1902	September 10, 2019
Rudy Construction Co. Maintenance Bond for FC-1701, PC-1803, PC-1804, PC-1901 & PC-1902	September 10, 2019
Rudy Construction Co. Tax Exempt Letter for FC-1701, PC-1803, PC-1804, PC-1901 & PC-1902	September 12, 2019
Layne Christensen Company Contract for WW-1703	October 8, 2019
Layne Christensen Company Performance Bond for WW-1703	October 8, 2019
Layne Christensen Company Statutory Bond for WW-1703	October 8, 2019
Layne Christensen Company Maintenance Bond for WW-1703	October 8, 2019
Layne Christensen Company Defect Bond for WW-1703	October 8, 2019
Layne Christensen Company Liability Insurance for WW-1703	October 8, 2019
Layne Christensen Company Contract for WW-1804	December 19, 2019
Layne Christensen Company Performance Bond for WW-1804	December 19, 2019
Layne Christensen Company Statutory Bond for WW-1804	December 19, 2019
Layne Christensen Company Maintenance Bond for WW-1804	December 19, 2019
Layne Christensen Company Defect Bond for WW-1804	December 19, 2019
Downey Contracting, LLC Contract for WC-1802	December 19, 2019
Downey Contracting, LLC Performance Bond for WC-1802	December 19, 2019
Downey Contracting, LLC Statutory Bond for WC-1802	December 19, 2019
Downey Contracting, LLC Maintenance Bond for WC-1802	December 19, 2019
Downey Contracting, LLC Liability Insurance for WC-1802	December 19, 2019
PC-1703 Recommendation of Award & Bid Packets	February 9, 2018
Jordan Contractors, Inc Contract for SC-0601	December 12, 2006
Jordan Contractors, Inc Construction Bond for SC-0601	December 12, 2006
Jordan Contractors, Inc Maintenance Bond for SC-0601	December 12, 2006
Jordan Contractors, Inc Statutory Bond for SC-0601	December 12, 2006
Urban Contractors, Inc. Contract for SC-0301	January 5, 2004
Urban Contractors, Inc. Statutory Bond for SC-0301	January 5, 2004
Urban Contractors, Inc. Maintenance Bond for SC-0301	January 5, 2004
Urban Contractors, Inc. Construction Bond for SC-0301	January 5, 2004
Urban Contractors, Inc. Liability Insurance for SC-0301	January 5, 2004
Urban Contractors, Inc Contract for SC-0401	March 8, 2005
Urban Contractors, Inc Construction Bond for SC-0401	March 8, 2005
Urban Contractors, Inc Statutory Bond for SC-0401	March 8, 2005
Urban Contractors, Inc Maintenance Bond for SC-0401	March 8, 2005
Urban Contractors, Inc Liability Insurance for SC-0401	March 8, 2005
Urban Contractors, Inc. Contract for SC-0501	March 8, 2005
Urban Contractors, Inc Construction Bond for SC-0501	March 8, 2005
Urban Contractors, Inc Statutory Bond for SC-0501	March 8, 2005
Urban Contractors, Inc Maintenance Bond for SC-0501	March 8, 2005
Urban Contractors, Inc Liability Insurance for SC-0501	March 8, 2005
Jordan Contractors, Inc. Contract for SC-0901	March 22, 2010
Jordan Contractors, Inc. Performance Bond for SC-0901	March 22, 2010
Jordan Contractors, Inc. Maintenance Bond for SC-0901	March 22, 2010
Jordan Contractors, Inc. Liability Insurance for SC-0901	March 22, 2010
Urban Contractors, LLC. Contract for SC-1302	July 8, 2014

Urban Contractors, LLC. Performance Bond for SC-1302	July 8, 2014
Urban Contractors, LLC. Maintenance Bond for SC-1302	July 8, 2014
Urban Contractors, LLC. Liability Insurance for SC-1302	July 8, 2014
Urban Contractors, LLC. Statutory Bond for SC-1302	July 8, 2014
Urban Contractors, LLC. Tax Exempt Letter for SC-1302	July 28, 2014
Krapff-Reynolds Co. Emergency Contract for SC-1303	October 17, 2013
Krapff-Reynolds Co. Performance Bond for SC-1303	October 17, 2013
Krapff-Reynolds Co. Statutory Bond for SC-1303	October 17, 2013
Krapff-Reynolds Co. Maintenance Bond for SC-1303	October 17, 2013
Krapff-Reynolds Co. Defect Bond Contract for SC-1303	October 17, 2013
Krapff-Reynolds Co. Liability Insurance for SC-1303	October 17, 2013
Jordan Contractors, Inc Contract for SC-1701	October 25, 2017
Jordan Contractors, Inc Performance Bond for SC-1701	October 25, 2017
Jordan Contractors, Inc Statutory Bond for SC-1701	October 25, 2017
Jordan Contractors, Inc Maintenance Bond for SC-1701	October 25, 2017
Jordan Contractors, Inc Liability Insurance for SC-1701	October 25, 2017
Cimarron Construction Company Contract for WC-0001	May 9, 2000
Cimarron Construction Company Construction Bond for WC-0001	May 9, 2000
Cimarron Construction Company Maintenance Bond for WC-0001	May 9, 2000
Cimarron Construction Company Statutory Bond for WC-0001	May 9, 2000
Cimarron Construction Company Liability Insurance for WC-0001	May 9, 2000
Southwest Water Works, LLC Contract for WC-0101 & WW-0102	January 22, 2002
Southwest Water Works, LLC Construction Bond for WC-0101 & WW-0102	January 22, 2002
Southwest Water Works, LLC Maintenance Bond for WC-0101 & WW-0102	January 22, 2002
Southwest Water Works, LLC Statutory Bond for WC-0101 & WW-0102	January 22, 2002
Real Estate Purchase and Sale Agreement Betty C. Williams and Arthur B. Williams	February 8, 2000
Amendment to Real Estate Purchase and Sale Agreement Betty C. Williams and Arthur B. Williams	April 25, 2000
Cimarron Construction Company Contract for WC-0113	May 14, 2013
Cimarron Construction Company Tax Exempt Letter for WC-0113	June 17, 2013
Cimarron Construction Company Performance Bond for WC-0113	May 14, 2013
Cimarron Construction Company Statutory Bond for WC-0113	May 14, 2013
Cimarron Construction Company Maintenance Bond for WC-0113	May 14, 2013
Cimarron Construction Company Liability Insurance for WC-0113	May 14, 2013
Southwest Water Works Contract for WC-0302	July 13, 2004
Southwest Water Works Contraction Bond for WC-0302	July 13, 2004
Southwest Water Works Maintenance Bond for WC-0302	July 13, 2004
Southwest Water Works Statutory Bond for WC-0302	July 13, 2004
M.L. Young Construction, LLC Bid Bond for WC-0302	June 8, 2004
Urban Contractors, Inc. Contract for WC-0401	May 10, 2005
Urban Contractors, Inc. Construction Bond for WC-0401	May 10, 2005
Urban Contractors, Inc. Statutory Bond for WC-0401	May 10, 2005
Urban Contractors, Inc. Maintenance Bond for WC-0401	May 10, 2005
Urban Contractors, Inc. Liability Insurance for WC-0401	May 10, 2005
Southwest Water Works, LLC Contract for WC-0402	December 13, 2005
Southwest Water Works, LLC Construction Bond for WC-0402	December 13, 2005

Southwest Water Works, LLC Statutory Bond for WC-0402	December 13, 2005
Southwest Water Works, LLC Maintenance Bond for WC-0402	December 13, 2005
Legacy Services, Inc Contract for Grand Boulevard Walking Trail	December 12, 1997
Legacy Services, Inc Construction Bond for Grand Boulevard Walking Trail	December 12, 1997
Legacy Services, Inc Maintenance Bond for Grand Boulevard Walking Trail	December 12, 1997
Legacy Services, Inc Statutory Bond for Grand Boulevard Walking Trail	December 12, 1997
Grand Boulevard Walking Trail Engineer's Estimate	November 6, 1997
Urban Contractors, Inc., Contract for SC-0502 (AKA WC-0502)	March 14, 2006
Urban Contractors, Inc., Construction Bond for SC-0502 (AKA WC-0502)	March 14, 2006
Urban Contractors, Inc., Statutory Bond for SC-0502 (AKA WC-0502)	March 14, 2006
Urban Contractors, Inc., Maintenance Bond for SC-0502 (AKA WC-0502)	March 14, 2006
Urban Contractors, Inc. Contract for WC-0601	April 10, 2007
Urban Contractors, Inc. Construction Bond for WC-0601	April 10, 2007
Urban Contractors, Inc. Statutory Bond for WC-0601	April 10, 2007
Urban Contractors, Inc. Maintenance Bond for WC-0601	April 10, 2007
Urban Contractors, Inc. Liability Insurance for WC-0601	April 10, 2007
Tabcon, Inc. Contract for WC-0701	April 14, 2009
Tabcon, Inc. Performance Bond for WC-0701	April 14, 2009
Tabcon, Inc. Statutory Bond for WC-0701	April 14, 2009
Tabcon, Inc. Maintenance Bond for WC-0701	April 14, 2009
Tabcon, Inc. Liability Insurance for WC-0701	April 14, 2009
Tabcon, Inc Bid Form Addendum #1 WC-0701	March 12, 2009
Tabcon Legal Correspondence WC-0701	March 29, 2010
Tabcon, Inc. WC-0701 Bond Claim #AC 26983-2	May 21, 2010
Tabcon, Inc. WC-0701 Bond Claim #AC 26983-1	May 28, 2010
Tabcon, Inc. Punch List for WC-0701	June 16, 2010
Tabcon, Inc. WC-0701 Bond Claim #AC 26983-3	June 30, 2010
Tabcon, Inc. Final Inspection Correspondence WC-0701	March 4, 2011
Tabcon, Inc. Legal Correspondence WC-0701 final payment	May 4, 2011
Tabcon, Inc. General Indemnity Agreement	February 29, 2008
Preload, Inc. Contract for WC-0801	May 13, 2008
Preload, Inc. Correspondence for WC-0801	December 23, 2008
Preload Inc. Correspondence for WC-0801	October 31, 2008
Preload Inc. Correspondence for WC-0801	October 28, 2008
Preload Inc. Construction Bond for WC-0801	May 21, 2008
Preload Inc. Statutory Bond for WC-0801	May 21, 2008
Preload Inc. Maintenance Bond for WC-0801	May 21, 2008
Preload Inc. Liability Insurance for WC-0801	May 21, 2008
Phillips Murrah, PC Legal Correspondence for Preload, Inc WC-0801	June 28, 2011
Urban Contractors, Inc. Contract for WC-0901	March 3, 2009
Urban Contractors, Inc. Statutory Bond for WC-0901	March 3, 2009
Urban Contractors, Inc. Performance Bond for WC-0901	March 3, 2009
Urban Contractors, Inc. Maintenance Bond for WC-0901	March 3, 2009
Urban Contractors, Inc. Liability Insurance for WC-0901	March 3, 2009

Layne Christensen Company Contract for WW-1001 (AKA WC-1001)	May 14, 2013
Layne Christensen Company Maintenance Bond for WW-1001 (AKA WC-1001)	May 14, 2013
Layne Christensen Company Performance Bond for WW-1001 (AKA WC-1001)	May 14, 2013
Layne Christensen Company Statutory Bond for WW-1001 (AKA WC-1001)	May 14, 2013
Layne Christensen Company Defect Bond for WW-1001 (AKA WC-1001)	May 14, 2013
Layne Christensen Company Liability Insurance for WW-1001 (AKA WC-1001)	May 14, 2013
Krapff-Reynolds Construction Contract for WC-0702	January 8, 2008
Krapff-Reynolds Construction Construction Bond for WC-0702	January 8, 2008
Krapff-Reynolds Construction Maintenance Bond for WC-0702	January 8, 2008
Krapff-Reynolds Construction Statutory Bond for WC-0702	January 8, 2008
Krapff-Reynolds Construction Liability Insurance for WC-0702	January 8, 2008

Minutes

City Council	February 9, 2021
Municipal Authority	February 9, 2021
Building Commission	January 19, 221
Building Commission	February 16, 2021
Board of Adjustment	December 16, 2020

Payroll Records

OkMRF Live Run Activity Report	February 17, 2021
American Funds Group Investment Confirm List	March 3, 2021-March 19, 2021

Permits

Certificate of Approval BC-2021-05	February 16, 2021
DEQ Amended Permit WW-1804 Water Well #10	June 26, 2018
DEQ Permit No. SL000055061424	December 5, 2006
DEQ Permit No. WL000055080450	May 13, 2008
DEQ Permit No. WW000055130030	March 22, 2013
DEQ Permit No. WL000055100390	June 18, 2010

Proofs of Publication/Public Hearing Notices

Journal Record – Ordinance 1188 – Issuance of GO Bonds	December 10, 2020
Journal Record – Ordinance 1188 – Issuance of GO Bonds	December 17, 2020
Journal Record – Notice of Refunding Certain GO Bonds	March 11, 2021
Journal Record – Notice to Bidders – WC-1903, WC-2001	March 11, 2021
OKC Friday – BOA-2021-01 – 1209 Mulberry Lane	March 12, 2021
OKC Friday – BC – 2021-08 – 1703 Pennington Way	March 12, 2021
Journal Record – Notice to Bidders – WC-1903, WC-2001	March 19, 2021
OKC Friday – Notice to Bidders – WC-1903, WC-2001	March 19, 2021

OKC Friday – Notice of Public Hearing Refunding of GO

Bonds 209 – 2015 Series March 29, 2021

Public Hearing

Building Commission Notice BC-2021-08 March 3, 2021
Board of Adjustment Notice BC-2021-01 March 3, 2021

Resolutions

Resolution No. 1407 – Disposal and Destruction of Property March 9, 2021
Resolution No. 1408 – 2021 Refunding Bonds March 9, 2021
Resolution No. 1311 – WW-1702 – Water Well #23 July 10, 2018
Resolution No. 1298 – FC-1702 – City Wide Irrigation April 10, 2018

Terminated Employee Personnel Files

Steven Francis January 15, 2021
Jordan Corn February 10, 2021
Anthony Iturrino February 26, 2021


S. Shane Pate II, City Manager

4/7/21
Date

Attachment: Exhibit A (5079 : 7 Disposal & Destruction of original documents)



March 1, 2021

City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide the City of Nichols Hills (the "City") for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budget Comparison Information
3. Pension Plan Information
4. OPEB Information

City Council
City of Nichols Hills
March 1, 2021
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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Combining schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The report will state that the report is not suitable for any other purpose.

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City of Nichols Hills
March 1, 2021
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Audit Objectives, Continued

Our audit will be conducted in accordance with auditing standards generally accepted in the United States; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audit. Our reports will be addressed to the Honorable Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

City Council
City of Nichols Hills
March 1, 2021
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Audit Objectives, Continued

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards*. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

City Council
City of Nichols Hills
March 1, 2021
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Audit Procedures—Internal Control, Continued

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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City of Nichols Hills
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Management Responsibilities, Continued

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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 City of Nichols Hills
 March 1, 2021
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Management Responsibilities, Continued

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Other Procedures

Agreed-upon Procedures, Oklahoma Administrative Code (OAC) 252:515-27-82(d)2— Local Government Financial Test

We will perform the following procedures solely to assist you with respect to complying with the OAC 252:515-27-82(d)(2)—Local Government Financial Test. This engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we will make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

1. Per OAC 252:515-27-82(d)(2), the City must satisfy each of the following financial ratios based on its most recent audited annual financial statements:
 - a. A ratio of cash plus marketable securities to total expenditures greater than or equal to 0.05; and
 - b. A ratio of annual debt to total expenditures less than or equal to 0.20.

We will calculate the ratios.

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Other Procedures, Continued

Agreed-upon Procedures, Oklahoma Administrative Code (OAC) 252:515-27-82(d)2— Local Government Financial Test, Continued

2. We will review the rules at OAC 252:515-27-82(d)(2) and determine the following:
 - a. Does the City have any outstanding general obligation bonds or does it have any obligations in default.
 - b. If there are outstanding general obligation bonds, what are the current ratings.
 - c. Has the City operated at a deficit equal to 5% or more of the total annual revenue in the past 2 years.
 - d. Is the auditors' opinion on the June 30, 2021, financial statements unmodified.
3. Public Notice Component

If the financial statements contain the closure and post-closure care cost required by *Governmental Accounting Standards Board's Statement No. 18*.

We are not engaged to, and will not, perform an audit, the objective of which would be to express an opinion on the specified elements, accounts, or items. Accordingly, we will not express such an opinion.

The agreed-upon procedures report will be intended solely for the use of specified users and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

You are responsible for making all management decisions and performing all management functions and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any other services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

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City of Nichols Hills
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Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Finley & Cook, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Finley & Cook, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of 5 years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during September and October 2021 and to issue our reports no later than December 1, 2021, if the timing is such that we receive the supporting working papers by September 20, 2021, and the report draft by October 20, 2021. Dan Bledsoe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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Engagement Administration, Fees, and Other, Continued

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$27,100. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. **Our fee of \$27,100 assumes that the City will provide us with a complete report package including draft financial statements, footnotes, and schedules, and that Crawford and Associates will assist in preparing the information.**

Government Auditing Standards suggest that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2019 peer review report accompanies this letter.

Notification of Report Reproduction

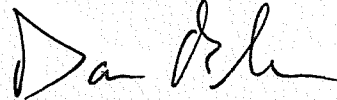
You agree that you will notify us and obtain our consent before reproducing our report for any reason and in any medium.

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We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

FINLEY & COOK, PLLC
 CERTIFIED PUBLIC ACCOUNTANTS



Dan Bledsoe
 Partner

RESPONSE:

This letter correctly sets forth the understanding of
City of Nichols Hills with an effective date of July 1, 2021.

 Management Signature and Title

 Date

 Governance Signature and Title

 Date

(ALG CL-1.2.1 (2/20))



Report on the Firm's System of Quality Control

August 9, 2019

To the Members of
Finley & Cook, PLLC
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC (the firm) in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

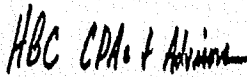
Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, an audit performed under FDICIA, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Members of
Finley & Cook, PLLC
and the Peer Review Committee of the OSCPA
Page 2

Opinion

In our opinion the system of quality control for the accounting and auditing practice Finley & Cook, PLLC in effect for the year ended March 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Finley & Cook, PLLC has received a peer review rating of pass.



HBC CPAs & Advisors
Oklahoma City, Oklahoma

AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY AND THE CITY OF NICHOLS HILLS FOR PROVISION OF ANIMAL SHELTER SERVICES

This agreement is made and entered into this ____ day of _____ 20__, Effective July 1, 2021, by and between The City of Oklahoma City, an Oklahoma municipal corporation, hereinafter referred to as “Oklahoma City” and the City of Nichols Hills, Oklahoma, Oklahoma, and Oklahoma municipal corporation, hereinafter referred to as “Nichols Hills”.

I. PURPOSE

The purpose of this agreement is to promote the health, safety, and public welfare of the citizens of both entities and to further promote the humane care, treatment and disposition of animals coming into the possession of either of the parties to this Agreement.

II. DEFINITIONS

- A. D.V.M. shall mean Doctor of Veterinary Medicine.
- B. Animals shall mean all non-hoofed animals.
- C. Livestock shall mean all domestic hoofed animals.
- D. Dogs shall mean all canine domestic animals.
- E. Cats shall mean all feline domestic animals.
- F. Oklahoma City shall mean The City of Oklahoma City.
- G. Nichols Hills shall mean The City of Nichols Hills.

III. FACILITIES

A. Food, Shelter, Delivery Hours and Procedures

1. Oklahoma City shall accept at the Oklahoma City Animal Shelter located at 2811 SE 29th St., Oklahoma City, Oklahoma (“the shelter”) all live animals collected by and delivered to the Shelter by Nichols Hills or by those working under its direction and shall accept at the Shelter all live animals otherwise brought in from Nichols Hills, during any hours the Shelter is open to the general public. Service hours are subject to change with reasonable advance notice to Nichols Hills. Every effort will be made, when reasonably possible, to give Nichols Hills three (3) days’ notice of a change to Shelter service hours. Oklahoma City shall provide food, water, shelter, care and other humane treatment for such animals while they are in Oklahoma City’s possession and until placed or otherwise disposed of by Oklahoma City.
2. Dead animals shall not be brought to the Oklahoma City Animal Shelter but shall be properly disposed of by Nichols Hills.
3. Nichols Hills shall unload its impounded live animals and shall complete entry information and impoundment activities deemed applicable by Oklahoma City’s

Animal Welfare Division Manager or designee prior to acceptance of any animals by Oklahoma City. Nichols Hills shall have no responsibility for handling the animals after their acceptance by the Oklahoma City Animal Welfare Division's Shelter staff.

B. Veterinary Activities

1. All activities relating to veterinary medicine and veterinary care given to animals in the custody of Oklahoma City shall be performed by or at the direction of a licensed doctor of veterinary medicine (D.V.M.) in compliance with the Oklahoma Veterinary Practice Act, 59 O.S. §698.1 et seq. Veterinary costs for the necessary medical care of animals impounded by Nichols Hills or brought into the Shelter from within the corporate limits of Nichols Hills shall be borne by Nichols Hills during the stray holding period as set forth in III.G herein. Such care shall be limited to pain management, communicable disease control and care necessary to prevent animal suffering. Communicable disease control shall include species-specific vaccinations upon intake for fees as set forth in Chapter 60, Section 60-8-3(i)(2), (3) and (5) related to dogs, and Section 60-8-3(i)(2) and (4) related to cats, of the Oklahoma City Municipal Code, 2010, or as subsequently amended.
2. Nichols Hills shall, at its own cost, arrange for veterinary care or euthanasia of sick or injured animals by a licensed veterinarian for animals impounded by Nichols Hills or brought into the Shelter from within the corporate limits of Nichols Hills during times that the Oklahoma City Shelter veterinarian is not available. All injured or sick animals needing medical care at the time of impoundment shall be transported by Nichols Hills to a veterinary hospital for examination, euthanasia or medical treatment at the expense of Nichols Hills, including transportation of sick or injured animals to emergency clinics when the Shelter veterinarian is not available. animals from within the corporate limits of Nichols Hills that need immediate medical treatment as determined by Shelter veterinary technicians or Shelter supervisors shall not be dropped off at the Oklahoma City Animal Shelter when the Shelter veterinarian is not present unless a licensed veterinarian has examined the animal prior to its impoundment. Any observations, prescriptions, diagnosis or prognosis provided by such veterinarian shall be communicated in writing to Shelter staff upon impoundment.
3. Oklahoma City shall not be responsible for transporting injured or sick animals received from Nichols Hills to veterinary clinics for treatment or euthanasia, but may, at its sole discretion, provide such service when able to do so for a fee as set forth in Chapter 60, Section 60-8-3(e) of the Oklahoma City Municipal Code, 2010, or as subsequently amended.
4. It is understood that the Oklahoma City Shelter veterinarian is not available for emergency animal care to Nichols Hills animals.

C. Public Hours of the Oklahoma City Animal Shelter

Oklahoma City agrees that it shall accept stray or owner-relinquished animals brought to

the Shelter by Nichols Hills residents or personnel. Residents must show proof of residency in the form of any state or federally issued identification card. Nichols Hills shall be provided a written schedule of hours of operation in effect at the time this contract and is attached hereto as Attachment "A". These hours shall be subject to change by Oklahoma City following reasonable written notification to Nichols Hills.

D. Release of Animals and Livestock

Oklahoma City agrees that it shall, upon payment of all applicable Oklahoma City Animal Shelter reclamation fees and costs, release any animals in its custody to the owner thereof or his or her authorized representative, subject to the following:

1. The Oklahoma City Animal Shelter shall not release a dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all of the Oklahoma Statutes and applicable City ordinances, including, but not limited to rabies vaccination, sterilization and microchipping. Verification of a current rabies vaccination, by vaccination receipt or a D.V.M.'s written or verbal acknowledgment, is deemed compliance with the requirement for rabies vaccination.
2. The requirement of rabies vaccination shall be waived for animals upon the written request of the owner's veterinarian in the case of an animal that cannot be vaccinated against rabies for medical reasons.
3. Oklahoma City agrees that it shall keep in its custody and properly care for rabies observation animals entered by Nichols Hills, or received from within the corporate limits of Nichols Hills, for a period of ten (10) days after the exposure as required by State Health Department regulations and guidelines and local ordinances, unless sooner euthanized and submitted for rabies testing at the State Laboratory. Disposal of rabies observation animals shall be in accordance with Oklahoma City's current practices.
4. Authorized representatives must have written authorization verified by Oklahoma City Animal Welfare Staff prior to reclamation.

E. Disclosure of Information to The City of Nichols Hills

Nichols Hills shall have access to full information as to the method, means and manner of the operations of the Animal Shelter during the term of the contract, including inspection by appointment. The Shelter shall individually identify, mark or tag, and create and maintain an individual record for each animal received from within the corporate limits of Nichols Hills, including date of impoundment, vaccinations and treatments given in the Shelter and the animal's final disposition. A current copy of the above records shall be open to inspection by Nichols Hills.

F. Notification of Owners of Animals and Livestock

Nichols Hills shall make a reasonable effort to locate and notify owners of tagged or

microchipped animals received from within the corporate limits of Nichols Hills. When Nichols Hills knows the identity of the owner of an animal received by Nichols Hills or brought to the Shelter from within the corporate limits of Nichols Hills, Oklahoma City shall be provided that information upon impoundment or, if the impoundment is after hours, no later than the beginning of the next business day. The Superintendent shall prepare and maintain at the Animal Shelter a current descriptive list of animals in quarantine and in other isolation areas, including livestock.

G. Holding Periods for Animals Subject to this Agreement

1. Oklahoma City shall keep in its custody and properly care for licensed, tagged, or microchipped animals entered by an employee of or resident of Nichols Hills for a period of five (5) full days, not including the day of impoundment or days the Shelter is closed for reclaim, unless sooner redeemed by the owner. Animals entered by Nichols Hills or received from within the corporate limits of Nichols Hills who are not licensed, tagged or microchipped, shall be held for three (3) full days, not including the day of impoundment or days the Shelter is closed for reclaim, unless sooner redeemed by the owners thereof. Livestock entered by Nichols Hills shall be held for five (5) full days, not including the day of impoundment or days the Shelter is closed for reclaim, unless sooner redeemed by the owners thereof. After the expiration of the required holding period, Oklahoma City shall humanely dispose of the animals as Oklahoma City sees fit. Dogs and cats impounded for bites shall be held in accordance with Section III.D.3. herein.
2. The City of Nichols Hills shall notify The City of Oklahoma City in writing when it is impounding animals that must be held longer than the usual holding times as specified above including, but not limited to, animals confiscated on cruelty complaints and dangerous animal complaints.

H. Sick Animals

1. Oklahoma City shall establish an area for sick animals separate from the remainder of the presumed healthy Shelter animal population as space permits so that animals suspected of contagious or infectious disease shall be isolated within an established area.
2. Sick or injured animals may be euthanized by lethal injection by a licensed veterinarian or by a State Certified Euthanasia Technician upon the recommendation of a licensed veterinarian who, in her or his professional opinion, determines the injury or illness is of such a nature that the animal should be immediately euthanized for humane reasons prior to the expiration of the usual holding period.

IV. CHARGES

A. Fees; Applicable Ordinances

Oklahoma City and Nichols Hills do hereby mutually agree that the schedule of fees and other charges in effect in Oklahoma City according to Chapter 60 of the Oklahoma City Municipal Code, 2010, or as subsequently amended shall apply to animals brought to the Oklahoma City Shelter by employees of Nichols Hills or received from within the corporate limits of Nichols Hills.

B. Collection and Accounting

Oklahoma City shall collect and retain all reclamation, adoption, medical and disposal fees with respect to the services provided by the Shelter pursuant to this Agreement and shall keep proper financial records to account for the same, which records will be available to Nichols Hills for review upon request.

C. Payment

On or before the tenth (10th) day of each month, upon proper claim and sufficient documentation by Oklahoma City to Nichols Hills, Nichols Hills shall pay all fees to which Oklahoma City is entitled by this contract.

V. MISCELLANEOUS PROVISIONS

A. Submission of Animal Control Ordinances

Each City shall provide complete certified copies of its animal control ordinances, which are attached hereto as Attachment "B1" and "B2" and shall keep and maintain copies of the same current at all times.

B. Risk of Loss

To the extent permitted by law, Nichols Hills will be responsible for any and all third-party claims, demands, liabilities, losses or other charges or demands as a result of Oklahoma City's provision of the services referenced in this Agreement. Oklahoma City will not, in any circumstance, be responsible to Nichols Hills for any injury to Nichols Hills' employees, agents, or independent contractors arising out of Oklahoma City's provision of the services referenced in the Agreement. Notwithstanding anything contained herein to the contrary, nothing in this Agreement is intended to waive the provisions of Article X, Section 26 of the Oklahoma Constitution nor the provisions of the Oklahoma Governmental Tort Claims Act, Title 51, §151 et. seq., for either party.

C. Non-Assignability Without Written Consent

It is hereby agreed that this contract shall not be assigned, in whole or in part, by either party without the prior written consent of the other party, which consent will not be unreasonably withheld.

D. Waiver or Modification

It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any proceedings or litigation unless such waiver or modification is signed by the party sought to be charged with such waiver or modification.

E. Termination of Agreement

It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this contract if the violation is not corrected within thirty (30) days after written notice thereof to the offending party. Oklahoma City reserves the right to terminate this Agreement at any time when to do so is deemed to be in the best interest of The City of Oklahoma City.

F. Term of Agreement

Unless earlier terminated pursuant to the provisions of the Agreement, the terms of this Agreement shall be for one-year, effective July 1, 2021 to June 30, 2022.

G. Notices

City of Oklahoma City
Oklahoma City Animal Welfare Superintendent
2811 S.E. 29th Street
Oklahoma City, OK 73129

City of Oklahoma City
City Clerk
200 N. Walker, Second Floor
Oklahoma City, OK 73102

City of Nichols Hills
City Manager
6407 Avondale Drive
Nichols Hills, OK 73116

H. Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the parties are superseded by this Agreement.

APPROVED by the Council and SIGNED by the Mayor of The City of Nichols Hills this _____ day of _____, 20__.

ATTEST:

THE CITY OF NICHOLS HILLS

CITY CLERK

MAYOR

Reviewed for form and legality.

Municipal Counselor

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this _____ day of _____, 20__.

ATTEST:

THE CITY OF OKLAHOMA CITY

CITY CLERK

MAYOR

Reviewed for form and legality.

Assistant Municipal Counselor

ATTACHMENT "A"
OKLAHOMA CITY ANIMAL WELFARE
HOURS OF OPERATION

Oklahoma City Animal Welfare is open seven days a week, except for major holidays.

Normal operating hours are 9am – 5:30pm for drop off and 12 – 5:30pm for adoptions and/or reclaims. The shelter will open two hours later for drop offs, adoptions and reclaims on the third Wednesday of every third month, when the staff meets for monthly training.

*Footnotes:**— (1) —*

Editor's note— Ord. No. 23145, § 1, adopted Oct. 3, 2006, repealed Ch. 8, in its entirety, which pertained to animals and fowl. Section 2 of said ordinance, enacted provisions designated as a new Ch. 8, Animals, to read as herein set out. See the Code Comparative Table for a detailed analysis of inclusion.

Cross reference— Definitions and rules of construction generally, § 1-2; health and sanitation generally, Ch. 23; mistreatment of dogs in police service, § 30-61; applicability of traffic ordinances to animals, § 32-4; animal noise prohibited, § 34-4(1); nuisances, Ch. 35; restrictions on fishing at City-operated reservations generally, § 38-181 et seq.; restrictions on hunting or trapping animals at City-operated reservations, § 38-211 et seq.; dogs at Atoka Reservoir Reservation, § 38-323; hunting at Atoka Reservoir Reservation, § 38-341 et seq.; fishing at Atoka Reservoir Reservation, § 38-368 et seq.; rat control, Ch. 46; animals on sidewalks, § 50-11.

State Law reference— Animals generally, 4 O.S. § 31 et seq.; general authority of municipalities to regulate animals, 11 O.S. § 22-115.

ARTICLE I. - IN GENERAL

DIVISION 1. - INTENT

§ 8-1. - General intent.

The general intent of this Chapter is to protect animals from cruelty, neglect and abuse, to preserve the peace, and to promote the health, safety and welfare of the citizens of the City by establishing rules and regulations for any person owning, harboring or controlling any animal within the City.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-2—8-4. - Reserved.

DIVISION 2. - DEFINITIONS

§ 8-5. - Definitions.

- (a) The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- (1) *Abandonment of an animal* means the act of forsaking the animal entirely or neglecting or refusing to provide or perform the legal obligations for care and support of the animal.
 - (2) *Animal* means any mammal, bird, fish, reptile, amphibian or invertebrate, including wild and domesticated species, other than a human being, and shall include "exotic wildlife," "domesticated fowl," "fowl" and "livestock," even though separately defined herein.
 - (3) *Animal shelter* means any nonprofit, private or publicly-owned and/or operated facility where stray or unwanted animals are held.
 - (4) *At large* means the status of any dog, livestock or domesticated fowl other than homing pigeons that is/are not confined to the property of the owner of the animal, or when the dog or livestock is not confined to the property of the owner and is not under the direct control of the owner or a person able to

safely and humanely restrain the animal.

- (5) *Direct control* means immediate continuous physical control of a dog at all times by means of a leash, cord, rope or chain of such strength to restrain the dog, and controlled by a person capable of restraining the dog, or safe and secure restraint within a vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and hearing of the dog, voice control shall be considered direct control when the dog is actually participating in training or official showing, obedience, or field events. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or K-9 dogs.
- (6) *Domesticated fowl* means domesticated chickens, turkeys, ducks, geese, peacocks, homing pigeons and any other domesticated birds including ostriches, emus and rheas.
- (7) *Feral animal* means any wild cat or dog, whether the animal was born in the wild or has reverted to a wild state due to abandonment or lack of domestication.
- (8) *Exotic wildlife* shall mean those animals defined and regulated in Chapter 35, Article VIII of this Code.
- (9) *Fowl* means a bird of any kind, excluding "domesticated fowl."
- (10) *Health Department* means the Oklahoma City-County Health Department.
- (11) *Impoundment* means the taking up and confining of an animal by the Superintendent or designee in a manner consistent with professionally recognized standards of humane treatment.
- (12) *K-9* means a dog specifically trained and being used by a public law enforcement agency.
- (13) *Kennel* means any place other than a federal, state or municipal facility, veterinary hospital or medical research institute, where more than four dogs and/or more than four cats beyond the age of six months are kept, harbored, boarded, sheltered or bred.
- (14) *Kitten* means a cat under the age of six months.
- (15) *Livestock* means any burros, cattle, horses, sheep, goats, llamas, donkeys, mules, and swine.
- (16) *Municipal Court* and *Municipal Judge* mean the Municipal Court of The City of Oklahoma City and any duly appointed judge or special judge thereof.
- (17) *Non-human primate* shall mean any animal that is a member of the order of Primata, except human beings.
- (18) *Non-human primate breeder* shall mean any person licensed and regulated by the United States Department of Agriculture (USDA) as a breeder of non-human primates.
- (19) *Owner* means any person, firm, business, organization, or corporation owning, possessing, harboring, or keeping any animal, or having an interest in or control of an animal, or in the case of a person under 18 years of age, that person's parent or legal guardian. This definition shall not apply to any animal shelter, veterinary clinic or kennel that is boarding animals belonging to another.
- (20) *Person in lawful presence on owner's property* means a person who is on the property of the owner of the animal in the performance of any duty imposed upon him by the laws of this State, or by the laws of the United States, or by local ordinance, or by the postal regulations of the United States, or when reading meters, or making repairs to any public utility or service located on said property, or when responding to a public emergency, or when working on said property at the request of the owner or of a tenant having a lease upon any portion of said property, or when on such property upon the invitation, either expressed or implied, of the owner or lessee of such property.

- (21) *Pet placement partner* means a municipal animal shelter, or an animal welfare organization, or approved group or other facility which receives animals from the division for the purpose of re-homing them and which
- (a) provided the Animal Welfare Division with a copy of the certificate of incorporation, if it is a non-profit animal welfare organization or rescue group, and a list of individuals who are authorized to sign for receipt of animals from the division.
 - (b) entered into an agreement with the City for receipt of the animals, which agreement requires, among other things, that animals received from the division be vaccinated against rabies and be spayed or neutered, and that proof of the same be provided to the division in accordance with the division's policies.
 - (c) agreed that no animal held by the Pet Placement Partner shall be re-homed without having first been surgically spayed or neutered, regardless of the source of that animal.
- (22) *Primary enclosure* means an enclosed area in which an animal normally rests or sleeps and which allows the animal to move and exercise freely.
- (23) *Proof of ownership* means a bill of sale or other evidence acceptable to the Superintendent which shows ownership. Animals without a bill of sale or identifiable marking (tattoo, microchip, brand, etc.) shall be released only after the Superintendent or his/her designee is satisfied the person is the rightful owner of the animal.
- (24) *Puppy* means a dog under the age of six months.
- (25) *Rabies exposure* means any and all forms of exposure or suspected exposure to rabies virus or resulting from a bite; or contact with saliva, or neurological tissue and fluids of infected animals; or animals suspected of such rabies infection; or exposure to rabies virus resulting from a scratch, other than a scratch from the claws of a dog.
- (26) *Run* means a large, enclosed area designed to allow an animal to move about and exercise freely.
- (27) *Secondary enclosure* means the room or structure that houses or contains the primary enclosure.
- (28) *Spayed or neutered* means rendered permanently incapable of reproduction or permanently incapable of reproduction because of physiological sterility, but only where the neutered condition has been certified by a veterinarian licensed in any state.
- (29) *Superintendent* means the Superintendent of Animal Welfare of the City and his or her designees.
- (30) *Tagged animal* means any animal whose owner is able to be identified by visible marking on the animal, such as a metal tag, or by a tattoo or by a scannable microchip or by a brand.
- (31) *Unknown owner* means a person whose ownership of an animal cannot be determined because the animal is found at large and is not a tagged animal.
- (32) *Veterinarian* means a person who is currently licensed to engage in the practice of veterinary medicine in the State of Oklahoma.
- (33) *Veterinary hospital or clinic* means any place or facility owned or operated by a licensed veterinarian and used for the practice of veterinary medicine in the diagnosis, treatment, and care of diseases of and injuries to animals, or used for the boarding of animals during the diagnosis, treatment or care, or used for the temporary boarding of animals belonging to the veterinarian's clients.
- (b) All references to "Division," "Animal Welfare Division," "City Animal Shelter" or "Animal Welfare Division Superintendent," and all references to "Animal Welfare Supervisor or Officer," shall mean and refer to the

respectively designated division, shelter, Superintendent, supervisor, officer or person of and within the Animal Welfare Division of the City.

(Ord. No. 23145, § 2, 10-3-06 ; Ord. No. 26483, § 1, 6-16-20)

§§ 8-6—8-14. - Reserved.

DIVISION 3. - ENFORCEMENT; PENALTY

§ 8-15. - Authority and duties of Animal Welfare Division Superintendent.

- (a) The Animal Welfare Superintendent shall be responsible for the administration and operation of the Animal Welfare Division and the City Animal Shelter.
- (b) The Superintendent shall be responsible for the enforcement of ordinances pertaining to animals within the City and shall work to promote responsible animal ownership and to protect the health, safety and welfare of the citizens and of all animals within the City.
- (c) The Superintendent or designee shall have authority and control over the City Animal Shelter and the care and disposition of the animals held therein and shall have the authority to waive or modify fees in whole or in part for hardship or special cases involving pet-owner death, or when the owner is incarcerated or in the hospital; to rectify adoption disputes; and for situations in which the best interests of all parties are served by such modification or waiver.
- (d) The Superintendent shall provide care and sustenance for all impounded animals, including veterinary care to relieve or prevent suffering.
- (e) The Superintendent or designee shall have the authority to humanely euthanize any impounded animal, including those being held because the owner is charged with a violation of this Code, or held in protective custody, or held during the course of an appeal from a decision of the Municipal Court, if a veterinarian recommends such action for humane purposes.
- (f) The Superintendent or designee may establish requirements for animal owners to facilitate the provision of humane care and treatment of an animal as set forth in Article II, Division 1 of this Chapter or for animal owners who allow an animal to commit a prohibited act as set forth in Article I, Division 4 of this Chapter.
- (g) The Superintendent or designee shall have the authority to make a decision in the event of a dispute between parties as to the ownership of an animal.

(Ord. No. 23145, § 2, 10-3-06 ; Ord. No. 26483, § 2, 6-16-20)

§ 8-16. - Animal Welfare Officers authorized to enforce ordinances dealing with animals.

Animal welfare officers, as designated by the Superintendent or his/her representative, are authorized to enforce the provisions of ordinances dealing with animals, investigate complaints involving animals, investigate issues of animal ownership including at-large animals, issue citations to appear in the Municipal Court for violations of this chapter, and impound animals found to be in violation or to be owned, maintained or held in violation of the provisions of this Code.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 1, 7-5-17)

§ 8-17. - Failure to appear in response to citation.

If a person fails to appear in response to a citation issued pursuant to this division, a warrant for his/her arrest may be issued. Any person who willfully fails to appear in response to a citation is guilty of an offense.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-18. - Authority of Animal Welfare Officer to enter private property without a warrant.

For the purpose of investigating complaints, impounding animals and carrying out other actions necessary to enforcing the provisions of this Code, Animal Welfare Officers shall have authority to:

- (a) enter public or unfenced private property within the City; provided, however, Animal Welfare Officers shall not enter or remain on unfenced private property if the owner, tenant, or any person apparently in charge of said property denies access to it.
- (b) enter fenced private property, exclusive of buildings, without a warrant when:
 - a. entry is by permission of the occupant of the property or of the person in apparent charge; or
 - b. there is imminent danger to public health, welfare or safety; or
 - c. there is imminent danger to an animal's health, welfare or safety; or
 - d. the animal being sought was at large immediately prior to the division receiving a complaint that the animal was at large and was chasing people or domestic animals or was causing the destruction or loss of personal property, but subsequently returned to its owner's fenced private property, and the animal has the capability to leave the fenced property by climbing or jumping over, or crawling under, the fence, or the gate or other entrance is not secure, allowing the animal to come and go, and provided the location of the owner or occupant is not known to the Animal Welfare Officer.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-19. - When warrant required.

If entry is refused or delayed by the occupant or person in apparent charge of the property, or if the conditions stated in Section 8-18 do not exist, the Superintendent or his/her designee may apply to a Judge of the Municipal Court for a warrant to enter the property and remove and impound an animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-20. - Impoundment by judicial order

- (a) If an animal subject to impoundment has not been impounded, a Judge of the Municipal Court, upon the presentment of a complaint by an Animal Welfare Officer or any Law Enforcement Officer, shall determine whether probable cause exists to believe a violation of the provisions of this Chapter has occurred and the animal is being kept at a specified location within the City.
- (b) If the Municipal Judge determines that probable cause exists, the Judge may issue an order of the Municipal Court describing the animal with reasonable certainty, setting forth the approximate date, time, place and actions giving rise to the alleged violation of the provisions of this Chapter, and specifying the address at which such animal is being kept.

- (c) The Judge may direct the Animal Welfare Officer or Law Enforcement Officer to serve a certified copy of the order on a person age 16 or older who is a resident at the property where such animal is located. Any such person, upon service of the aforesaid certified copy of the court's order, shall be bound to immediately deliver the animal that is the subject of the order to the Animal Welfare Officer or Law Enforcement Officer.
- (d) Any such impoundment order issued by a Municipal Judge may, in the alternative, authorize and direct the Animal Welfare Officer or Law Enforcement Officer to take into custody the subject animal from private property by means not giving rise to a breach of the peace, in the event that such animal may be seized without entering into any domestic residence or commercial building and no person 16 or older is upon the property where the subject animal is found. In the case of an impoundment accomplished without personal service of an impoundment order, a copy of the impoundment order shall be left on the property in a manner easily discovered by the occupant and a copy shall be sent to "occupant" by certified mail.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-21. - Obstructing enforcement.

It shall be unlawful for any person to:

- (a) refuse to surrender an animal upon lawful demand by the Superintendent or his/her designee, or by any Police Officer in the official performance of his/her duties.
- (b) interfere with the Superintendent or any Animal Welfare Officer who is lawfully performing his/her duties.
- (c) hold, hide, or conceal any animal that the Superintendent or an Animal Welfare Officer has deemed to be in violation of this Chapter.
- (d) take or attempt to take any animal from the Superintendent or any Animal Welfare Officer or from any vehicle used by an Animal Welfare Officer to transport animals in the legal performance of his/her duties.
- (e) take or attempt to take any animal from the City Animal Shelter, a humane live trap, or an animal carrier without proper authority.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-22. - K-9 dogs exempt from certain provisions.

K-9 dogs, while on duty, shall be exempt from the provisions of this Chapter, other than those provisions dealing with humane care and treatment, cruelty and with rabies and diseases, as long as such animals are under the control of their handler.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-23. - Penalty where no penalty provided.

Except as otherwise expressly provided in this Chapter, any person violating any provision of this Chapter shall, upon conviction thereof, be guilty of a Class "a" offense as provided in Section 1-6 of this Code.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-24—8-35. - Reserved.

DIVISION 4. - CONTROL AND CONFINEMENT OF ANIMALS; OWNERSHIP OF DOGS AND CATS

§ 8-36. - Definitions.

- (a) *Animal bite* means any penetration of the skin by the teeth or claws of an animal, but shall exclude scratches by the claws of dogs.
- (b) *At large* means the status of any dog, livestock or domesticated fowl other than homing pigeons that is/are not confined to the property of the owner of the animal, or when the dog or livestock is not confined to the property of the owner and is not under direct control of the owner or a person able to safely and humanely restrain the animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-37. - Number of dogs and cats permitted.

- (a) No person shall harbor or keep dogs or cats totaling more than four of each over the age of six months in any household. The owner or occupant shall be held responsible for any violation of this section by any member of such household.
- (b) Exception. Households that obtain a kennel license as provided in Article V of this Chapter may harbor or keep dogs or cats totaling more than four over the age of six months.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-38. - Animals running at large prohibited; registration required; exceptions.

- (a) It shall be unlawful for the owner, keeper or other person in control of any dog, livestock or domesticated fowl other than homing pigeons to permit the same to be at large, or to trespass upon the property of any other person.
- (b) A violation of this section, upon conviction, shall be a Class "a" offense.
- (c) Any dog which is at large or trespassing shall be impounded and shall only be reclaimed as established in this article.
- (d) Provided, however, this section shall not apply to:
 - (1) any person who takes a dog upon private property with the consent of the owner or person in control of the property, or upon a street or other public place when the dog is under direct control.
 - (2) any person utilizing a designated City-approved dog park in accordance with the provisions of Section 38-107 of this Code.
 - (3) any person riding or leading a horse along a street or right-of-way provided the horse is under the control of the person riding or leading the same and in compliance with any other provisions of this Code.
 - (4) any livestock ridden or driven in compliance with the provisions of Section 8-70 of this Chapter.
 - (5) any menacing or dangerous dog at large or trespassing, which instead shall be subject to the provisions of Article III of this Chapter unless the dog has an unknown owner.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 2, 7-5-17; Ord. No. 26483, § 3, 6-16-20)

§ 8-39. - Confinement of dogs required.

- (a) *Confinement of dogs required.* It shall be unlawful for any person who owns, harbors or possesses any dog to fail to confine such dog as required by the provisions of this section.
- (b) *Confinement required; means of confinement.* Every person who owns, possesses, or harbors any dog within the City shall confine the dog to property owned or controlled by him. Confinement shall be accomplished by means of a substantial fence or similar enclosure of sufficient strength and height to prevent the dog from escaping therefrom, or from extending its head through the enclosure so as to constitute a threat to any person or animal in the area adjoining the enclosure; or by keeping the dog inside a house or other building. Dogs not confined in enclosures may be confined by a tether. Such tether shall consist of a metal chain or other material of sufficient strength to prevent the dog from escaping from the property. The tether shall be long enough to permit the dog to have reasonable exercise, but shall not allow the dog access to public property or to sidewalks or rights-of-way or to property owned or leased by persons other than the owner of the animal.
- (c) Any person who owns, harbors or possesses any dog within the City who fails to confine such dog as required by this section shall upon conviction be guilty of a Class "a" offense except any menacing or dangerous dog, which instead shall be subject to the provisions of Article III.
- (d) Any dog not confined as required in this section shall be impounded and shall be reclaimed only as provided in this chapter.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 2, 7-5-17)

§ 8-40. - Confinement of dogs and cats in heat required.

- (a) It shall be unlawful for the owner of any female dog or cat in heat to fail to confine such dog or cat in accordance with the provisions of this section.
- (b) The owner of any female dog or cat in heat shall keep such dog or cat confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such manner that such female dog or cat cannot come in contact with a male dog or cat, except for intentional breeding purposes.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-41. - Confinement of livestock and domesticated fowl required.

It shall be unlawful for any person who owns or harbors any livestock or domesticated fowl other than homing pigeons to fail to securely confine the same to property owned or controlled by him.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-42. - Impoundment of animals.

Subject to the provisions of § 8-18 and § 8-19, any animal that is not confined as provided in this article may be impounded by an Animal Welfare Officer or by any Law Enforcement Officer. If the animal cannot be safely impounded or chemically tranquilized and if it is posing a threat to the public or to domestic animals, it may be destroyed by the officer seeking to apprehend it.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-43. - Impounded animals to be confined in City Animal Shelter.

Except as otherwise provided herein, any impounded animal shall be confined in the City Animal Shelter.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-44. - Animals suspected of biting to be impounded.

Any animal reasonably suspected of having bitten a person shall be impounded for observation at a location approved by the Animal Welfare Superintendent or his/her designee.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-45. - Animals suspected of rabies to be impounded.

Any animal that has been exposed to or is reasonably suspected of having been exposed to rabies shall be impounded and shall be subject to the provisions of Article IV of this Chapter.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-46. - Rabies vaccination required for dogs and cats.

There shall be a requirement for vaccination of dogs and cats against rabies. Such requirement shall be as stated in Article IV of the Chapter.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-47. - Prohibited acts.

- (a) It shall be unlawful and an offense for any person to allow any animal to:
 - (1) chase vehicles, or
 - (2) molest passersby; or
 - (3) allow any animal to continuously bark, howl or otherwise disturb the peace.
- (b) It shall be unlawful for any person to allow animal fecal matter to accumulate in a yard or a run or other enclosure so that such matter causes unsanitary or unhealthy conditions to exist.
- (c) The Superintendent or his/her designee may issue a citation for committing or allowing an animal to commit any of the prohibited acts and/or may specify the terms and conditions under which the owner may maintain custody of the animal that is in violation this section, which terms and conditions shall be signed by the owner or keeper of the animal. The violation of the terms and conditions set by the Superintendent or his/her designee shall be an offense against the City and shall be cause for the issuance of a citation and may result in the impoundment of the animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-48. - Defecating on sidewalks, public parks, alleys, other places open to the public or on certain private property prohibited; possession of waste removal equipment required; prohibition of similar acts.

- (a) It shall be unlawful for the owner, keeper, or person having control of any animal to fail to immediately

remove and dispose of in a sanitary manner any solid waste deposited by such animal upon any sidewalk, public park, alley, other place open to the public, or from private property before the owner leaves the immediate area where the solid waste was deposited.

- (b) It shall be unlawful for the owner, keeper, or person having control of any animal to fail to have in his/her possession the equipment necessary to remove his/her animal's solid waste when accompanied by said animal on public property or public easement.
- (c) It shall be unlawful for the owner, keeper or person having control of any animal to permit such animal to destroy or damage property of any kind or to deposit solid waste or to commit a similar prohibited act on the private property of a person or the property of the City, including its parks and playgrounds, or any property other than that of the owner of the animal.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-49—8-55. - Reserved.

DIVISION 5. - FEES AND CHARGES; RECLAMATION OF IMPOUNDED ANIMALS; ABANDONMENT; ADOPTION

§ 8-56. - Fees and charges authorized.

- (a) *Fees and charges authorized.* Fees and charges for impoundment, boarding, and maintenance of animals found running at large, including menacing or dangerous animals, as well as for the care and treatment of animals and the adoption of animals and for miscellaneous services provided by the division in the course of such boarding, care and treatment and miscellaneous fees and charges for services provided by the division are hereby authorized. The amounts of such fees and charges shall be as set forth in Chapter 60 - General Schedule of Fees. The Animal Welfare Superintendent shall be authorized to waive any and all fees or procedures during a state of emergency as declared by the governor of this State.
- (b) *Impoundment, registration and reclamation fees.* No person shall reclaim an animal from the City Animal Shelter without first paying to the City the required impoundment, registration and related fees for the boarding, care and treatment of the animal except as provided in Section 8-57 of this chapter.
- (c) *Adoption fees.* No person shall adopt an animal from the City Animal Shelter without first paying to the City the required adoption fee.
- (d) *Non-resident relinquishment fee.* A non-resident of the City wishing to relinquish an animal or animals to the City Animal Shelter shall pay to the City a fee for such service.
- (e) *Miscellaneous fees and charges.* The division may charge fees and/or deposits for special services such as, but not limited to, implanting of microchips and loaning of cat or dog traps.
- (f) *Exception.* Impoundment fees and related charges other than rabies vaccination fees shall not be owed to the City by a person whose animal was impounded in connection with a citation issued for a possible violation of the provisions of this Chapter if charges are declined or are dismissed or if the person is found not guilty thereof. Provided, however, this exception shall not apply if the boarding and care of the animal and any medical treatment or other services in the course of such boarding and care are provided by a private veterinarian or kennel.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 23766, § 1, 12-16-08; Ord. No. 25674, § 3, 7-5-17)

§ 8-57. - Reclamation of impounded animals; registration of at-large, unconfined, menacing or dangerous dogs; spaying or neutering and microchipping requirement; no release without required proof of confinement or compliance with Court order and payment of fees; exceptions.

- (a) The owner of an impounded animal may reclaim the animal upon providing the Animal Welfare Division with proof of ownership and paying any and all fees and other charges as authorized in this division, except as provided herein:
 - (1) Impoundment fees and board and care fees shall be waived if the owner provides medical proof that the dog or cat was spayed or neutered at the time of impoundment, except for dogs and cats housed in special handling areas.
 - (2) An amount not greater than \$150.00 of the combined impoundment fees and board and care fees shall be waived upon the reclaim of a dog or cat housed in special handling areas, such as rabies observation and evidence holding, if the dog or cat was spayed or neutered prior to impoundment.
- (b) All dogs and cats shall be spayed or neutered and micro-chipped prior to being released, including those reclaimed or otherwise returned to their owners. The Animal Welfare Superintendent may exempt the owner of a full-breed registered animal from the requirement to spay or neuter an animal prior to release upon the owner's presentation satisfactory proof of pure breed status as verified by the American Kennel Club or similar entity and payment of a registration fee or if a licensed veterinarian certifies in writing that the animal is incapable of reproduction or that spaying or neutering the animal would be injurious to the animal's health, provided, however, that if the health condition of the animal is of a temporary nature, then the animal shall be spayed or neutered immediately after the health condition has been corrected.
- (c) The owner of a dog impounded for being at large or unconfined may reclaim the dog upon registering the dog on forms required by the Animal Welfare Division including the owner's written verification that the fence or enclosure in which the dog is to be kept is in good repair along with photographic evidence of the fence or enclosure and payment of the required fees.
- (d) The division shall not release to its owner an animal being held for a judicial determination of whether it is menacing or dangerous or because the owner has been charged with cruelty to an animal or with failure to provide humane care and treatment for an animal until such case has been decided in a court or the charges are declined or dismissed. If the charges are declined or dismissed, the animal is determined to be not a menacing or dangerous animal, or the defendant is found not guilty, no fees shall be assessed to the owner. Otherwise, the animal shall only be released back to the owner pursuant to Court order and the Animal Welfare Division shall verify that any release requirements ordered by the Court and mandatory registration, spaying or neutering and micro-chipping requirements in this chapter have been met and fees required by this chapter are paid.
- (e) An animal impounded because the owner has been charged with cruelty to an animal or with failure to provide humane care and treatment for an animal may be transferred to a foster facility approved by the Animal Welfare Superintendent until the court has decided the case or the charges are declined or dismissed. The Court in its discretion may order the Superintendent to modify the placement of the animal on motion of the owner at any time prior to final disposition of the case.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 23766, § 1, 12-16-08; Ord. No. 25674, § 3, 7-5-17; Ord. No. 26647, § 1, 1-19-21)

§ 8-58. - Abandonment.

- (a) *Abandonment as result of failure to appear for a hearing before the Municipal Court.* If the owner of an impounded animal fails to appear for a hearing before the Municipal Court after notice has been provided to the owner as provided in Section 8-149 of this Chapter setting forth the date, time, and location of the hearing, the animal shall be deemed abandoned upon the passage of five days following the date of such hearing. If the owner of an impounded animal fails to appear at any hearing or trial scheduled in connection with a charge of cruelty to an animal or failure to provide humane care and treatment for an animal, the animal shall be deemed abandoned upon the passage of 15 days following the date of such hearing or trial, unless a motion to recall warrant has been filed before that date. If the owner fails to appear a second time at any hearing or trial, the animal shall be deemed abandoned upon the passage of five days following the date of such hearing or trial, unless a motion to recall warrant has been filed before that date.
 - (b) *Abandonment as a result of failure to pay penalties, costs, charges and fees.* Failure to pay any and all penalties and costs imposed by the Municipal Court and/or to pay the fees and charges for the boarding care and treatment of the animal within five days of the Court's decision, unless the Court grants a longer time, shall be deemed abandonment of the animal.
 - (c) *Abandonment as a result of failure or refusal to sign terms and conditions statement.* Failure to sign a terms and conditions statement as provided in Article I, Division 4 or in Article II, Division 1 of this Chapter may be deemed abandonment.
 - (d) *Abandonment generally.* Any animal may be deemed abandoned as otherwise provided in this Chapter.
 - (e) *Disposition of abandoned animals.* Any abandoned animal shall be subject to immediate disposition by the Animal Welfare Superintendent or his/her designee in accordance with the provisions of this division.
 - (f) *Impoundment of abandoned animals.* Any abandoned animal may be impounded by the division.
- (Ord. No. 23145, § 2, 10-3-06 ; Ord. No. 26483, § 3, 6-16-20; Ord. No. 26647, § 1, 1-19-21)

§ 8-59. - Disposition of unclaimed, relinquished, abandoned, and impounded animals.

- (a) Unclaimed impounded animals which are not reclaimed within the holding times described below, abandoned animals, animals voluntarily relinquished to the division, and impounded animals, may be adopted, transferred to approved Pet Placement Partners or to animal sanctuaries, humanely euthanized, or held in custody for longer than the minimum period of holding time at the discretion of the Superintendent.
- (1) Untagged impounded animals, other than livestock and domesticated fowl, shall be impounded for a minimum of three full working days, not including the day of arrival and excluding holidays and other days the shelter is closed to the public, except as provided below.
 - (A) Cats that appear to be feral and to be stray may be deemed to be community cats and shall immediately become the property of The City of Oklahoma City. They may be placed into the Community Cats Project upon intake without being held a minimum number of days. Feral or stray cats not placed into the Community Cats Project shall be held for three working days, not including holidays or days the shelter is closed.
 - (B) Cats eligible for the Community Cats Project include:
 - (i) feral or stray cats living outdoors,
 - (ii) feral kittens that are at least 12 weeks old that can be vaccinated against rabies and sterilized and
 - (iii) friendly, socialized cats. However, friendly, socialized cats may be kept for the City's adoption

program or transferred to a rescue organization for adoption.

(C) Cats ineligible for the Community Cats Project include:

- (i) indoor-only cats,
- (ii) cats who have a known or suspected owner,
- (iii) unhealthy cats as determined by the Shelter Veterinarian,
- (iv) cats that test positive for Feline Leukemia or Feline AIDS,
- (v) injured cats that require hospitalization, fosterage or long-term care,
- (vi) kittens under four months of age that are not able to be vaccinated,
- (vii) declawed cats, and
- (viii) cats involved in unprovoked bites or attacks.

(D) Community cats may be returned to their place of origin after being sterilized, vaccinated against rabies, and ear notched to identify them as being sterilized. Cats shall not be returned to their place of origin if they have been the subject of abuse in their place of origin or have been threatened with abuse if they return to their place of origin, in such case, the cat can be transferred to a rescue organization or euthanized.

(2) Tagged impounded animals, and all livestock and domesticated fowl, shall be impounded for a minimum of five full working days, not including the day of arrival and excluding holidays and other days the shelter is closed to the public.

(3) Abandoned animals, animals with unknown owners and animals voluntarily relinquished by their owners may immediately be adopted, transferred to approved Pet Placement Partners or animal sanctuaries, humanely euthanized, held in custody or otherwise placed at the discretion of the Superintendent.

(4) Animals that are deemed abandoned pursuant to section 8-58(a) and are alleged to be dangerous may be transferred to approved Pet Placement Partners or animal sanctuaries, humanely euthanized, held in custody or otherwise placed at the discretion of the Superintendent. The Superintendent shall notify the Municipal Counselor's Office of the disposition of the animal.

(b) Foster-to-Transfer Program for animals impounded as strays. Stray puppies under six months of age, all stray kittens, and the lactating mothers of such puppies or kittens, and cats may be eligible for the Foster-to-Transfer Program. Such animals may be fostered by Animal Welfare Division foster homes or by Pet Placement Partners upon intake, and cared for until their stray holding time has elapsed, after which the fostered pets may be chosen for the Animal Welfare Division's adoption program, transferred to one or more Pet Placement Partners, or returned to the animal shelter.

(1) Photographs of pets in the Foster-To-Transfer Program shall be kept in the Animal Shelter during the pet's stray holding period in the event the pet is lost and the owners are looking for him or her.

(2) If an owner identifies a pet as his or hers prior to the end of the stray holding period, the Pet Placement Partner must return the animal to the animal shelter within 24 hours for the owner to reclaim the pet. Prior to reclaiming the pet, the reclaiming owner shall pay to The City any fees accrued by The City prior to the pet's reclaim, pursuant to laws and policies in place at the time of reclaim.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 24456, § 1, 5-29-12; Ord. No. 24684, § 1, 6-18-13; Ord. No. 24813, § 1, 1-14-14; Ord. No. 25001, § 1, 10-7-14; Ord. No. 25673, § 1, 7-5-17; Ord. No. 26483, § 4, 6-16-20)

§ 8-60. - Spaying or neutering of dogs and cats required prior to permanent adoption.

- (a) No unclaimed or owner-relinquished dogs and cats from the division shall be adopted through the division or through a Pet Placement Partner who receives dogs and cats from the division, without spaying or neutering of the animal prior to the animal being placed into a new home, except as provided in Section 8-61 herein.
- (b) A person adopting a dog or cat from the City Animal Shelter may, upon the payment of the required adoption fee and the spay or neuter deposit, elect to have sterilization services provided by a private veterinarian. Provided, however, if an animal is sent to a private veterinarian for sterilization and is then not claimed by the adopter, the adoption fee and the spay or neuter deposit shall be retained by the City.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-61. - Spaying or neutering of dog or cat on health-hold.

Dogs and cats placed on a "health hold" by a veterinarian shall be exempt from the requirements of Section 8-60. The "health hold" must indicate that sterilization at that time would be injurious to the animal's health as attested to in a sworn affidavit by the veterinarian who has examined the animal and has determined that the animal's health would be jeopardized by such surgery. Any animal which has been identified as unsuitable for sterilization for health reasons must be immediately sterilized if the animal's health improves and the animal can be sterilized without jeopardizing the animal's health. In such cases, sterilization shall occur no later than ten calendar days after the veterinarian has released the animal from its "health hold."

(Ord. No. 23145, § 2, 10-3-06)

§ 8-62. - Animals held during appeal of a decision of the Municipal Court.

An animal that is the subject of an appeal from a decision of the Municipal Court shall be confined at the City Animal Shelter during the course of such appeal. Provided, however, at the sole discretion of the Municipal Court Judge the animal may be confined in a licensed veterinary clinic or other licensed facility at the owner's expense no matter what the outcome of the appeal. If the appeal is decided in favor of the owner, resulting in dismissal or acquittal of the defendant, all costs of confinement in the City Animal Shelter shall be at the expense of the City.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 26647, § 1, 1-19-21)

§ 8-63. - Use of live animals for experimentation prohibited; cadavers available for limited purposes.

No live animal in the custody of the division shall be made available for scientific research or for other scientific purposes. Provided, however, cadavers of animals euthanized in the course of normal operations may be provided directly to accredited colleges of veterinary medicine for the express purpose of teaching veterinary students and veterinary technician students. No cadavers shall be provided to any entity for the purpose of resale or for commercial purposes.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 23962, § 1, 10-20-09)

§§ 8-64—8-67. - Reserved.

DIVISION 6. - MISCELLANEOUS PROVISIONS

§ 8-68. - Owning or keeping skunks prohibited.

It shall be unlawful for anyone to own, harbor or possess a skunk.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-69. - Song birds; killing and robbing of nest prohibited.

It shall be unlawful for any person to willfully kill any song bird or to molest or rob the nest of any song bird or wild bird.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-70. - Driving or parading animals without a parade permit prohibited.

It shall be unlawful for any person to drive or parade animals through the City without first having obtained a parade permit in accordance with the provisions of Section 50-271, et seq. of this Code.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-71. - Rabbits raised for sale for human consumption; permit required.

It shall be unlawful for any person to raise rabbits to sale for human consumption without first having obtained a permit from the Health Department, and paying to the City the fee as established in Chapter 60 - General Schedule of Fees. Any such rabbit shall at all times be subject to inspection by the Health Department.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-72—8-84. - Reserved.

DIVISION 7. - DECLARED EMERGENCIES OR DISASTERS

§ 8-85. - Authorized actions of the division.

During times of declared emergencies or disasters within the City, the division shall be the lead agency for domestic animal-related response, rescue, and recovery efforts and shall work cooperatively with local, State and Federal governmental agencies, and private animal rescue groups to respond to the emergency or disaster. To provide pet owners with protection and assistance during times of declared emergencies or disasters, the division may:

- (a) require that no affected animals be removed from the City, other than by their owners, for a period of up to 30 days after an emergency or declared disaster, without the prior written permission of the division, so that owners have a reasonable opportunity to be reunited with lost pets.
- (b) establish a date after which affected animals can be removed from the City.
- (c) waive some or all of the fees associated with reclaiming lost pets.
- (d) distribute donated and purchased pet-related items, including dog houses, collars, leashes, pet food, pet

care supplies, carriers, crates and similar items to the owners or keepers of pets affected by the emergency or disaster.

- (e) suspend normal operations to focus on the emergency or disaster, including transferring animals no longer being held for stray holding periods to other agencies, shelters, individuals or rescue groups as needed or take such other actions as may be required to address the demands of the emergency or disaster.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-86. - City guidelines to prevail.

It shall be unlawful and an offense for any non-governmental organization or entity, including those working under the auspices of governmental agencies, to fail to work within the guidelines and requirements of the City and the disaster response protocols established by the division or to conduct animal rescue activities or set up temporary animal shelters without the written consent of the Superintendent.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-87—8-94. - Reserved.

ARTICLE II. - HUMANE CARE AND TREATMENT

Footnotes:

— (2) —

State Law reference— *Animal cruelty and related offenses, 21 O.S. § 1680 et seq.*

DIVISION 1. - STANDARDS OF CARE

§ 8-95. - Failure to provide humane care and treatment prohibited.

It shall be unlawful for any person owning an animal to fail to provide said animal with humane care and treatment in accordance with the standards set forth herein.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-96. - Standards of humane care and treatment.

The following standards of humane care and treatment are established for all animals within the City:

- (a) **Food requirements.** Food shall be free from contamination and of sufficient quantity and nutritive value to maintain an animal in good health. An animal shall be fed at least once a day except as dictated by hibernation, veterinary treatment, normal fasts or other professionally accepted practices. All food receptacles shall be kept clean and sanitary.
- (b) **Water requirements.** Safe, clean water shall be provided as often as necessary for the health and comfort of each animal. Frequency of watering shall consider age, species, condition, size and type of animal. Animals shall be watered as required by applicable State and Federal laws. All water shall be provided in

sturdy, stable receptacles of adequate size for the animal and shall be kept clean and sanitary.

- (c) *Space requirements.* Enclosures or shelters for animals shall be constructed and maintained to provide sufficient space for each animal to make normal postural and social adjustments and to provide each animal with adequate freedom of movement to maintain good physical condition.
- (d) *Indoor shelter requirements.* Facilities shall be sufficiently heated, cooled and ventilated as to protect the animal from extremes of temperature and to provide for its health and prevent injury or disease. Sufficient light shall be provided, but lighting of primary enclosures shall be designed to protect the animal from physical harm. Such lighting shall be uniformly distributed and of sufficient intensity to permit routine inspection and cleaning.
- (e) *Outdoor shelter requirements.* Natural or artificial shelters appropriate to the local climatic conditions for the particular species of animal shall be provided for all animals left outdoors. A suitable method of drainage shall be provided to rapidly eliminate excess water.
 - (1) shelter for a dog or cat shall consist of a moisture proof and windproof structure of suitable size to accommodate the animal and to allow retention of body heat. It shall be made of durable material, and shall be provided with a sufficient quantity of suitable bedding material to provide insulation and protection against cold and dampness and to promote retention of body heat.
 - (2) shelter for livestock or domesticated fowl shall protect the animal from the weather.
 - (3) shelter for exotic wildlife shall be appropriate to the size and needs of the animal and in compliance with the requirements set forth in Chapter 35, Article VIII of this Code.
- (f) *Sanitation requirements.* All shelters, enclosures, cages and litter boxes shall receive necessary cleaning to remove excreta, waste materials, dirt and trash to minimize disease hazards and to reduce odors. Litter in litter boxes and shaving or other materials used in cages or enclosures shall be changed as frequently as necessary to minimize disease hazards and to reduce odors.
- (g) *Veterinary and other care requirements.* All animals shall have the veterinary and other care necessary to prevent suffering.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 24523, § 1, 8-28-12)

§ 8-97. - Animal Welfare Superintendent may impound animal and/or provide terms and conditions for care.

- (a) Whenever the Superintendent or his/her designee finds any animal is without humane care or treatment, he may, at the owner's expense, impound the animal for protective care. In the event of sickness or injury of the animal and upon the advice of a licensed veterinarian, the Superintendent may take appropriate action to relieve pain and suffering; this shall include the option of immediate humane euthanasia of the animal.
- (b) The Animal Welfare Superintendent may issue a citation to the owner for a violation of §8-95 and/or may specify the terms and conditions under which the owner may regain or maintain custody of the animal, which terms and conditions statement shall be signed by the owner. Violation of the terms and conditions by the owner is an offense against the City and shall be cause for the issuance of a citation and may result in the impoundment of the animal.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-98—8-105. - Reserved.

DIVISION 2. - CRUELTY TO ANIMALS

Footnotes:

— (3) —

State Law reference— Animal cruelty and related offenses, 21 O.S. § 1680 et seq.

§ 8-106. - Cruelty to animals prohibited.

It shall be unlawful for any person to overload, overwork; torture or torment, poison, burn, beat, mutilate or inhumanely kill, or otherwise abuse any animal or cause, aid, abet or permit the same to be done, nor shall any person deprive an animal of essential water, sustenance, shelter and care as set forth in Section 8-96 so that the life and/or health of the animal is immediately threatened.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-107. - Abandonment of animals prohibited.

It shall be unlawful for any person to abandon any animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-108. - Poisoning of animals prohibited.

It shall be unlawful for any person to poison any animal or by any means to make accessible to any animal any harmful or poisonous substances. It is not the intent of this section to prohibit the use of poisonous substances for the control of vermin under the direction of the Health Department.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-109. - Inhumanely hobbling livestock prohibited.

It shall be unlawful for any person to hobble livestock or other animals by any means that may cause injury or damage to the animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-110. - Cruel or inhumane use of leash or collar prohibited.

It shall be unlawful for any person to confine an animal by a leash in such a manner to cause choking or injury, nor shall any animal confined by a leash be left without protection from extreme temperature or inclement weather or denied access to food and water.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-111. - Exploitation of animals prohibited.

- (a) It shall be unlawful for any person to promote, conduct or permit exploitive animal contests, performances, or exhibitions in which animals are encouraged, forced, or trained to perform unnaturally, including but not

limited to greased pig contests, equine basketball, or equine diving acts.

(b) It shall be unlawful for any person to promote, conduct or permit a roadside zoo or menagerie.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-112. - Animal fights prohibited.

(a) It shall be unlawful for any person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which an animal is used for the purpose of fighting, injuring, killing, maiming, or destroying any other animal.

(b) It shall be unlawful for any person to possess or maintain any materials or equipment or paraphernalia used in animal fighting.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-113. - Inhumanely caging or crating animals prohibited.

It shall be unlawful for any person to confine any animal in a cage or crate or similar enclosure unless provisions are made for the proper feeding and watering of the animal. No person shall impound any animal in a crate, box or other enclosure that does not permit the impounded animal to stand in a natural erect position or provide sufficient space to allow the animal to turn around or move naturally.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-114. - Keeping of diseased animals prohibited.

(a) *Keeping of diseased or painfully crippled animals.* It shall be unlawful for any person to have, keep or harbor an animal which is inflicted with any dangerous, communicable or incurable disease, or which is in a painfully crippled condition. All such animals shall be humanely destroyed or turned over to the division for disposition. This Section shall not be construed to include veterinary hospitals or animals under active veterinarian care with due regard for public health and safety.

(b) *Contagious diseases.* No owner, or other person in control of any animal, who knows the animal to have or to have been exposed to any contagious or infectious disease transmittable to humans, shall dispose of the animal to another person without a full disclosure of this knowledge to that person, or allow the animal to run at large or come in contact with other animals.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-115. - Leaving animal in vehicle without adequate ventilation or protection from extreme weather prohibited.

It shall be unlawful for any person to leave any animal in any standing or parked vehicle without providing for adequate ventilation nor shall a person allow an animal to be exposed to extreme temperatures while confined in a vehicle.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-116. - Sale of animals as toys, novelties, premiums prohibited.

It shall be unlawful for any person to sell, offer for sale, barter, or give away any animal or animals as toys, premiums or novelties.

- (a) this section shall not be construed to prohibit the sale or display of baby animals in proper facilities by breeders or stores engaged in the business of selling them to be raised for commercial or noncommercial purposes.
- (b) this section shall not be construed to prohibit the raising of animals by a private individual for his/her personal use and consumption provided he maintains proper brooders and other facilities for the care and containment of the animals while they are in his/her possession.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-117. - Artificial coloring prohibited; transporting artificially colored animals prohibited.

- (a) It shall be unlawful for any person to dye or artificially color or cause to be dyed or artificially colored any mammal, bird, reptile, or amphibian, including wild and domesticated species or to bring or transport any dyed or artificially colored mammal, bird, reptile, or amphibian, including wild and domesticated species into the City.
- (b) It shall be unlawful for any person to tattoo any fish or to cause any fish to be tattooed or to bring or transport any tattooed fish into the City.
- (c) It shall be unlawful for any person to artificially color any fish or cause any fish to be artificially colored or to bring or transport any artificially colored fish into the City when the artificial coloring is a result of the injection of dyes into the fish through the use of needles or other invasive techniques.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 23464, § 1, 10-9-07)

§ 8-118. - Possession, sale, barter or gift of artificially colored animals prohibited.

It shall be unlawful for any person to possess, offer for sale, sell, barter or give away any dyed or artificially colored animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-119. - Penalty for cruelty to animals.

Any person violating any provisions of Sections 8-106 through 8-118 of this article shall upon conviction thereof be guilty of a Class "b" offense.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-120. - Veterinarians to report animal abuse.

It shall be unlawful for any veterinarian practicing within the City to fail to report any animal abuse to the Superintendent when the veterinarian reasonably suspects and believes the animal has been abused. Such report shall be made within 24 hours of the knowledge of such suspected abuse. The report shall contain the breed and description of the animal together with the name and address of the owner. Reports of abuse of livestock shall be made to Superintendent.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-121. - Animal Welfare Superintendent to immediately impound any cruelly treated animal.

The Superintendent or his/her designee may immediately impound any animal found to be held or treated in violation of any provision of Section 8-106 through Section 8-118 and may issue a citation to the owner.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-122—8-130. - Reserved.

ARTICLE III. - MENACING BEHAVIOR BY DOGS AND DANGEROUS ANIMALS

Footnotes:

— (4) —

Editor's note— Ord. No. 23238, § 1, adopted Dec. 19, 2006, amended the title of Art. III to read as herein set out. Prior to inclusion of said ordinance, Art. III was entitled, "Aggressive and Dangerous Animals." See also the Code Comparative Table.

State Law reference— State law reference—Dangerous dogs, 4 O.S. § 44 et seq.

DIVISION 1. - GENERALLY

§ 8-131. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

- (a) *Animal bite* means any penetration of the skin by the teeth or claws of an animal, but shall exclude scratches by the claws of dogs.
- (b) *At large* means the status of any dog, livestock or domesticated fowl other than homing pigeons that is/are not confined to the property of the owner of the animal, or when the dog or livestock is not confined to the property of the owner and is not under the direct control of the owner or a person able to safely and humanely restrain the animal.
- (c) *Attack* means the act by any animal of approaching a domestic animal or a person in such a manner that hostile contact with the other animal or the person occurs or an act of aggression against a person or a domestic animal that requires the person or the other animal to take evasive action to prevent injury.
- (d) *Dangerous animal* means any animal:
 - (1) that inflicts an injury upon a human as a result of an unprovoked attack regardless if the dangerous animal is on or off the property on which it is harbored; or attempts to bite or attacks a human requiring that person to take evasive action regardless of the location; or
 - (2) that, when unprovoked, either kills, bites or attacks another animal off the property on which the dangerous animal is harbored; or
 - (3) that is owned, trained, used, or harbored, primarily or in part, for the purpose of animal fighting.
- (e) *Menacing behavior* as used in this section means an animal that, unprovoked, charges an individual, growls, snarls, takes an aggressive stance, shows teeth or destroys property (e.g., a fence) in an attempt to get to a

human or domesticated animal. An animal cannot be considered as menacing if it is on its owner's property, unless its attempts to escape appear to be reasonably likely to be successful. Barking or being at-large does not of itself constitute menacing behavior.

- (f) *Owner* means any person, firm, business, organization, or corporation owning, possessing, harboring, or keeping any animal, or having an interest in or control of an animal, or in the case of a person under 18 years of age, that person's parent or legal guardian. This definition shall not apply to any animal shelter, veterinary clinic or kennel that is boarding animals belonging to another.
- (g) *Unprovoked* means an act of aggression towards an animal or human that occurs without apparent cause, reason, prompting or motivation.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 4, 7-5-17)

§ 8-132. - Menacing or dangerous behavior by dogs prohibited.

- (a) It shall be unlawful for any person to allow any dog owned, harbored, possessed or maintained by him within the City to exhibit menacing or dangerous behavior. No person who has an ownership interest in real property shall permit another person to harbor, possess, or maintain on that property and within the City limits any animal that is dangerous or menacing as defined in this chapter, unless the Municipal Court orders the animal returned to the person owning, harboring, possessing or maintaining the animal under restrictions designated by the Municipal Court.
- (b) A dog that is exhibiting menacing or dangerous behavior shall be immediately impounded.
- (c) A dog determined to be menacing or dangerous but ordered released under specific conditions pursuant to § 8-151 of this chapter shall be micro-chipped and spayed or neutered, as set out in § 8-57, before the dog shall be released from impoundment.
- (d) A dog determined to be menacing or dangerous but ordered released under specific conditions pursuant to § 8-151 of this chapter shall be annually registered as a menacing or dangerous dog through a process established by the Superintendent for as long as the cited owner is in possession of the menacing or dangerous dog. The process shall include annual verification that the Court's conditions continue to be met.
- (e) No dog shall be determined to be exhibiting menacing or dangerous behavior toward a person who at the time such behavior was exhibited:
 - (1) was committing or attempting to commit a willful trespass or other tort upon property occupied by the person who owns, harbors, possesses or maintains the animal; or
 - (2) was not lawfully present upon the property occupied by the person who owns, harbors, possesses or maintains the animal; or
 - (3) was attempting to or was tormenting, abusing, or assaulting the dog or who had, in the past, been observed or reported to have tormented, abused, or assaulted the dog; or
 - (4) was committing or attempting to commit a crime.
- (f) A K-9 dog which attacks a human upon command of the person in charge of the dog at the time of the incident shall not, by reason of such incident, be deemed to be exhibiting menacing behavior.

(Ord. No. 23238, § 1, 12-19-06; Ord. No. 25674, § 4, 7-5-17)

§ 8-133. - Reserved.

Editor's note— Ord. No. 25674, § 5, adopted July 5, 2017, repealed § 8-133, which pertained to dangerous animals prohibited. and derived from Ord. No. 23145, § 2, 10-3-06.

§ 8-134. - Animals classified by other governmental entities.

It shall be unlawful for any person to own, harbor, possess or maintain an animal which another governmental entity has determined to be dangerous.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-135. - Exceptions to classification.

- (a) No animal, whether or not it was confined on its Owner's property, shall be classified as a dangerous animal because of injuries or death it has inflicted upon another domestic animal that, at the time, was attacking the animal.
- (b) Defenses. It is a defense to prosecution under Section 8-133 of this Chapter that the biting, attacking or death was sustained by a person who:
 - (1) at the time was committing or attempting to commit a willful trespass or other tort upon the property occupied by the owner of the animal;
 - (2) was not a person lawfully present upon the property occupied by the owner of the animal
 - (3) was attempting to or was tormenting, abusing, or assaulting the animal or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal;
 - (4) was committing or attempting to commit a crime.
- (c) A K-9 dog which approaches a person in an apparent attitude of attack or which attacks or bites a human upon command of the person in charge of the animal at the time of the incident shall not, by reason of such incident, be deemed to be in violation of Section 8-133.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-136. - Exception for certain facilities.

The provisions of this article shall not apply to any veterinary hospital or zoo or other licensed facility where such animals are adequately cared for with due regard for public health and safety.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-137—8-145. - Reserved.

DIVISION 2. - ENFORCEMENT

§ 8-146. - Superintendent to investigate complaints; file report; and maintain records.

- (a) The Superintendent or designee shall investigate any incident appearing to involve a menacing or dangerous animal, or any citizen complaint of a menacing or dangerous animal, or any impoundment of an animal

believed to be a menacing or dangerous animal. If the incident or impoundment meets the criteria for classification of an animal as menacing or dangerous, a citation shall be issued in accordance with the provisions of Article I of this chapter unless the animal has an unknown owner.

- (b) During the course of the investigation, the Superintendent shall cause photographs to be taken of the animal and shall collect other information gathered pertaining to the animal's size, weight, markings or other distinctive characteristics.
- (c) The Superintendent shall maintain a record of all animals upon which menacing or dangerous animal charges have been filed and the disposition of each case, together with the photographs and other information pertaining to each animal.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17; Ord. No. 26483, § 5, 6-16-20)

§ 8-147. - Impoundment.

Any animal not already impounded shall be impounded pursuant to the provisions of Article I of this chapter.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-148. - Confinement.

An animal that is impounded at the time of an incident that resulted in the owner being charged with harboring or possessing a menacing or dangerous animal, or an animal impounded by order of the Municipal Court, shall be confined in the City Animal Shelter pending the disposition of the animal. Such confinement shall be at the owner's expense unless the Municipal Court does not find the animal to be a menacing or dangerous animal or the charge is declined or is dismissed. Provided, however, the animal may be confined in a licensed veterinary clinic or other licensed facility at the sole discretion of the Municipal Court Judge and at the owner's expense no matter what the outcome of the court hearing.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17)

§ 8-149. - Notice of hearing to determine nature of the animal.

The Municipal Counselor shall determine whether prosecution shall be undertaken or declined under this article with respect to the animal. If prosecution is determined, the Municipal Counselor shall file an information with the Municipal Court Clerk and a copy of the pleading together with a notice to appear and notice of hearing concerning disposition of the animal shall be served by first class mail at the last known address of the defendant. At the option of the Municipal Counselor, a notice of hearing may be combined with an order to impound the animal and served in accordance with Section 8-20 of this Chapter. A certificate of service of the notice or order shall be filed with the Municipal Court in any case in which charges have been filed.

(Ord. No. 23145, § 2, 10-3-06 ; Ord. No. 26483, § 5, 6-16-20)

§ 8-150. - Hearing and adjudication.

- (a) If, after notice as set forth in this article, the owner does not appear at the hearing, the animal shall be deemed abandoned and subject to disposition under the provisions of Article I, Division 5 of this chapter.
- (b) The Municipal Court Judge, upon the presentation of all evidence at the hearing and upon a finding that the

animal is a menacing or dangerous animal, may order the animal euthanized or require confinement of the animal under restrictions designated by the Municipal Court.

- (c) If the Municipal Court does not order the animal euthanized, but does find the animal to be menacing or dangerous, the judge may refer to the following list and may impose other remedies as determined by the Municipal Court. Such restrictions may include:

- (1) Secure confinement in an enclosure;
- (2) No contact with other animals or humans;
- (3) Muzzle;
- (4) Restraint;
- (5) Signs;
- (6) Notification of escape or death of the animal; and
- (7) Notification of change of address or ownership.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17)

§ 8-151. - Restriction guidelines for maintaining a menacing or dangerous animal.

The Court may order the owner of an animal found to be menacing or dangerous to be in compliance with any requirements imposed by the Court. The Court shall determine the time frame within which the owner must be in compliance. The Court may use the following guidelines, but may impose lesser or additional restrictions as the Court deems necessary.

- (a) *Confinement; enclosure.* Except as provided herein, the animal shall be confined at all times to prevent it from escaping. Confinement may be within the owner's residence or other building and shall provide access to a secure outside enclosure.
 - (1) Any enclosure used for the animal shall be of dimensions appropriate to the size and needs of the animal.
 - (2) The Court may require the enclosure to have a secure top, secure sides, concrete footings around the perimeter to prevent the animal from escaping over, through, or under the structure, and be kept locked at all times to prevent unintentional opening of the enclosure.
 - (3) The outside enclosure shall include suitable shelter and protection from the elements, be cleaned regularly to maintain sanitation, and shall provide adequate exercise room, light, and ventilation for the animal.
 - (4) The Court may order that the enclosure be approved by the Animal Welfare Division prior to usage for confinement.
- (b) *No contact with other animals or humans.* The Court may prohibit the menacing or dangerous animal from having contact with animals or humans other than those that reside on the owner's property, and may restrict the ages of people who may have contact with the animal.
- (c) *Muzzle.* The Court may order a menacing or dangerous animal to wear a properly-fitted muzzle when it is outside of the enclosure, except while the animal is receiving medical care, to prevent it from biting humans or other animals. Such muzzle shall not interfere with the animal's breathing.
- (d) *Restraint.* The Court may order that whenever a menacing or dangerous animal is outside of the

enclosure, it shall be restrained by an adult capable of controlling the animal and may designate the length and type of leash to be used. If so ordered, when being transported, such animals shall be safely, humanely and securely restrained within a vehicle or carrier capable of preventing the animal from escaping or making physical contact with persons outside the vehicle.

- (e) *Signs.* The Court may order the owner of a menacing or dangerous animal to display clearly visible warning signs on the property on which the menacing or dangerous animal is maintained warning that a menacing or dangerous animal is being harbored on such property, including posing entry points, the enclosure in which the animal is maintained, and any other locations designated by the Court. The Court may designate that the signs inform both children and adults of the presence of the menacing or dangerous animal and may include a graphic of a snarling dog and wording that warns of the presence of the menacing or dangerous animal.
- (f) *Notification of escape or death of animal.*
 - (1) the Court may order the owner of a menacing or dangerous animal to notify the Animal Welfare Division immediately if the animal escapes from its enclosure or restraint and is at large, or if it bites or attacks a person or domestic animal, or if it dies.
 - (2) if so ordered by the Court, in the event of the animal's death, satisfactory proof of such death shall be provided to the Animal Welfare Division within 48 hours of the animal's death. Satisfactory proof shall be either verification from an animal shelter or veterinary hospital that the animal was euthanized, or verification from an Animal Welfare Officer that he or she has seen the dead body of the animal.
- (g) *Notification of change of address or ownership.* The Court may order the owner of a menacing or dangerous animal who intends to change his/her address, or intends to move the animal, or intends to sell, give away, or trade any animal classified as dangerous, to notify the Animal Welfare Division prior to such change of address, sale, transfer, or trade. If so ordered, the owner shall provide the Animal Welfare Division with the name, address, and phone number of the person receiving the animal, as well as the location at which the animal shall be maintained.
 - (1) the Court may order that prior to transferring the classified animal to the custody or ownership of another, it shall be the responsibility of the owner to notify the person receiving the menacing or dangerous animal in writing of the classification of the animal as menacing or dangerous and that the person receiving the animal shall be responsible for meeting the requirements of this division prior to obtaining the animal. If so ordered by the Court, a copy of the written notice, signed and dated by both the owner and the person receiving the animal, shall be provided to the Superintendent of Animal Welfare no later than 24 hours prior to the transfer. If the animal is to be moved outside the City limits, the Superintendent shall give notice to the Animal Welfare Superintendent of the City in which the animal will be located.
 - (2) Any person obtaining an animal classified as menacing or dangerous shall comply fully with the provisions of this division pertaining to the maintenance, control, and ownership of a dangerous animal and shall further comply with all orders of the Court regarding the maintenance of an animal found to be dangerous.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17)

It shall be unlawful to violate the provisions of Article III, including a failure to annually register a released menacing or dangerous animal or a failure to comply with the conditions of a Court order for release of a menacing or dangerous animal. An Animal Welfare Officer shall issue a citation to the owner of a menacing or dangerous animal when said animal is found in violation of any of the provisions of this division.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17)

§ 8-153. - Impoundment upon subsequent incident.

An Animal Welfare Officer shall impound any animal which, subsequent to its classification as menacing or dangerous, is alleged to be at large or exhibiting menacing or dangerous behavior or it is alleged that any of the conditions in the Court's prior order regarding release of the animal are being violated. Such animal shall remain impounded pending an investigation by the Animal Welfare Superintendent. The impoundment and care of the animal shall be at the owner's expense upon conviction.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17)

§ 8-154. - Penalty.

- (a) Any person who violates any of the provisions of Article III shall upon conviction be guilty of a Class "a" offense. The animal determined to be in violation of this article shall be impounded and, at the discretion of the Court, may be euthanized or conditionally released pursuant to §§ 8-150 and 8-151.
- (b) Upon a second or subsequent conviction, any person who shall be convicted of any of the provisions of Article III shall be guilty of a Class "b" offense, even if the first conviction involved a different menacing or dangerous animal. The animal determined to be in violation of this article shall be impounded and, at the discretion of the Court, may be euthanized or conditionally released pursuant to §§ 8-150 and 8-151.

(Ord. No. 23145, § 2, 10-3-06; Ord. No. 25674, § 6, 7-5-17)

§§ 8-155—8-165. - Reserved.

ARTICLE IV. - RABIES AND DISEASE CONTROL

DIVISION 1. - VACCINATION

§ 8-166. - Rabies vaccination required for dogs or cats; exceptions.

- (a) It shall be unlawful for any owner to fail to have a dog or cat vaccinated against rabies in accordance with the provisions of this section.
- (b) All dogs and cats four months of age and older that are owned, kept, possessed or harbored within Oklahoma City shall be vaccinated against rabies by or under the direct supervision of a licensed veterinarian. Rabies vaccine shall be recognized for the duration of the vaccine used, i.e., vaccines with a labeled duration of one year, two years or three years will be recognized for one year, two years or three years, respectively.

- (c) A rabies vaccination need not be obtained for a dog or cat that:
- (1) has been in the custody of its owner for 30 days or less; or
 - (2) is visiting in this City for 30 days or less; or
 - (3) when a veterinarian licensed in the State of Oklahoma certifies in writing that it would be detrimental to the animal's health to be vaccinated and places the animal on a health hold. If a veterinarian releases the animal from the health hold, the animal shall be vaccinated within ten days of release.
- (d) On demand of an Animal Welfare Officer or other authorized official, the owner or keeper of any dog or cat must present a completed and signed vaccination certificate for the animal that includes the type and duration of the vaccine administered.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-167. - Issuance of metal rabies vaccination tag.

A metal rabies vaccination tag having the telephone number of the administering veterinarian shall be issued for each vaccinated animal.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-168. - Rabies vaccination tags; securing and removing; transfer prohibited; manufacture or possession of stolen, forged or counterfeit tags, etc., prohibited.

- (a) A current rabies vaccination tag shall be secured to the vaccinated animal, and shall not be removed except while the animal is being kept in an approved kennel or veterinary hospital or is appearing in an approved show, training event or field trial. Any tag which has been removed from an animal must be kept in the possession of the person with custody of the animal and must be immediately displayed upon request by Law Enforcement Personnel.
- (b) It shall be unlawful for any person to transfer any rabies vaccination tag to an animal other than the animal to which it was issued.
- (c) It shall be unlawful for any person to manufacture, cause to be manufactured or have in his/her possession a stolen, counterfeit, or forged rabies vaccination tag or rabies vaccination certificate.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-169. - False statements.

- (a) Any false statement in a rabies certification or application shall render the same null and void.
- (b) Any person who makes a false statement in any application, affidavit or other document required by this Chapter or any regulation prescribed thereby shall be guilty of an offense.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-170. - Animal shelters and kennels required to vaccinate dogs or cats.

Dogs and cats kept in animal shelters or kennels or boarded shall be vaccinated in accordance with Section 8-166 or the owner thereof shall provide proof of prior rabies vaccinations to the kennel operator. A written record shall be kept by the animal shelter or kennel operator, which shall include the following information:

- (a) a description of the dog or cat, at a minimum to include the animal's breed, age, gender and color;
- (b) whether the dog or cat is boarded or owned by the kennel;
- (c) the type and duration of the vaccine administered to the dog or cat;
- (d) the date each dog or cat was vaccinated; and
- (e) the name of the veterinarian administering the vaccine or the name of the veterinarian who directly supervised the administration of the vaccine.

These records shall be available for inspection by any Animal Welfare Officer upon demand during normal business hours.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-171. - Vaccination of dogs and cats; type of vaccine required.

Except as otherwise provided by this Chapter, all dogs and cats shall be vaccinated against rabies with one of the rabies vaccines listed in the most recent "Compendium of Animal Rabies Control" as published by the Centers for Disease Control.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-172. - Vaccine to be administered by veterinarian; certificates.

The vaccination required by this division shall be administered by or under the direct supervision of a veterinarian duly licensed to practice in the State of Oklahoma. The rabies certificate required by this division must be signed by the veterinarian who either administers the vaccine or directly supervises its administration by another.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-173—8-191. - Reserved.

DIVISION 2. - GENERALLY

§ 8-192. - Report of animal bite required.

Any person owning, harboring, or keeping an animal that bites a person and any person bitten by an animal must report that occurrence to the Animal Welfare Division within 24 hours.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-193. - Notification of required confinement and observation.

Upon receiving a report that a person has been bitten by an animal, an Animal Welfare Officer shall issue a notice to the person owning, keeping or harboring the animal which states that confinement and observation of the animal are required.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-194. - Confinement and observation of animal required.

Upon receiving the notice required by Section 8-193, the person owning, harboring, or keeping the animal that in the preceding ten days has bitten or is suspected of having bitten any person, shall have the animal immediately placed in confinement for rabies observation.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-195. - Period and method of confinement and observation.

- (a) An animal that has in the proceeding ten days bitten a person or is suspected of having bitten a person shall be confined for a period of ten days from the date of any bite or suspected bite. The place of confinement shall be at the sole discretion of the Superintendent, who may impound the animal, allow the animal to be placed under the supervision of a licensed veterinarian, or allow the animal to be confined by the owner. Provided, however, the Superintendent shall not permit confinement by the owner unless the Superintendent deems the owner to be capable of providing the secure confinement and observation required and of following instructions pertaining to observation and reporting and the animal is in compliance with the provisions of this Chapter pertaining to rabies vaccination.
- (b) The veterinarian or person in custody of the animal must immediately advise the Animal Welfare Division of any changes occurring in the condition of the animal.
- (c) If no changes are reported within the ten-day observation period, the division shall make responsible inquiry regarding the suspect animal's condition.
- (d) In the event of the suspect animal's death or illness, the person so designated as responsible for the animal shall immediately notify the division and make arrangements with the division for the removal and shipment of the animal's head to the laboratory of the State Department of Environmental Quality for examination.
- (e) In no event shall the suspect animal be removed from the City limits until released by the Superintendent or his/her specifically authorized representative.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-196. - Seizure and impoundment by Animal Welfare Officer.

In the event the person who owns, harbors or keeps the animal specified in Section 8-192 cannot, with due diligence, be located or notified as provided in Section 8-193, or, in the event the person who owns, harbors, or keeps the animal specified in this division, refuses or fails to place the animal in confinement as required by this division after notice to do so has been given, an Animal Welfare Officer shall seize and impound the animal and place it in confinement for the required observation period. The division shall thereafter notify the owner or keeper of the animal of the seizure, impoundment and confinement. If, subsequent to the seizure and impoundment of the animal by the Animal Welfare Officer, the owner or keeper of the animal cannot be located or notified and if the animal remains unclaimed at the expiration of the confinement period, the division may dispose of the animal pursuant to the provisions of this Chapter concerning the disposition of unclaimed, impounded animals.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-197. - Euthanasia.

In special circumstances, the Superintendent may order the euthanasia of an animal and may order the performance of tests for the diagnosis of rabies, provided, however, that, prior to disposing of the animal, the Superintendent shall attempt to locate and notify the owner of the animal. For purposes of this section, special circumstances shall be defined as those situations involving severe animal bites upon the head, face, neck or upper extremities, or deep lacerations, or multiple animal bite wounds.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-198. - Duty of practitioners and clinics to report animal bites.

- (a) *Duty to report animal bites.* It shall be the duty of every attending practitioner, licensed to practice medicine, osteopathic medicine or veterinary medicine, and of any other person knowing of or in attendance on a case involving an animal bite to report that bite to the Animal Welfare Division and/or the Health Department within 24 hours of his/her first knowledge or attendance.
- (b) *Duty of clinic or hospital to report animal bites.* It shall be the duty of every clinic or hospital which has knowledge of a case involving an animal bite to report that case to the Animal Welfare Division and/or the Health Department within 24 hours of its first knowledge thereof.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-199. - Contents of reports.

The reports required by Section 8-198 shall contain the following information:

- (a) the name, address and gender of the person bitten;
- (b) the type and location of the bite;
- (c) the name and address of the owner of the animal which inflicted the bite; and
- (d) any other facts which may assist the Animal Welfare Division or the Health Department in ascertaining the location and immunization status of the animal which inflicted the bite.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-200. - Immunized animals exposed to rabies; re-immunization, confinement and observation required; means of confinement and observation.

- (a) *Re-immunization, confinement and observation required.* Any effectively immunized animal which is suspected of having been exposed to rabies and which is in compliance with the provisions of this Chapter shall be immediately re-immunized and confined for observation for symptoms of rabies for a period of not less than 90 days.
- (b) *Means of confinement and observation.* To provide the required confinement and observation, the suspect animal may be seized by the Animal Control Officer and placed in confinement at the Animal Shelter under the supervision of a veterinarian for the required period of observation. If the owner or keeper of the suspect animal possesses sufficient facilities and is able to adequately confine and observe the animal, the confinement and observation period may, at the discretion of the Superintendent, be provided for by the owner or keeper.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-201. - Non-immunized animals exposed to rabies.

Any animal which has not been effectively immunized against rabies and which is suspected of having been exposed to rabies shall be euthanized immediately either by the veterinarian in charge or by a representative of the Animal Welfare Division; or, in the alternative, the non-immunized rabies-exposed animal shall be seized by an animal control officer and strictly quarantined at the Oklahoma City Animal Welfare Shelter, or a veterinary hospital or clinic, and observed for any symptoms of rabies for a period of six months from the date of the suspected exposure. The quarantined animal shall be immunized against rabies at least 30 days prior to its release.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-202. - Non-immunized animal exposed to wild skunk, bat or carnivore.

Any non-immunized animal which has been exposed to a wild skunk, bat or carnivore or which is suspected of having been exposed to a wild skunk, bat or carnivore shall be considered exposed to rabies and shall be dealt with pursuant to the provisions of this Chapter, unless such skunk, bat or carnivore is available for laboratory study.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-203. - Duties of supervising veterinarian; duty of Animal Welfare Division Superintendent; disposition of suspect animal.

- (a) *Duty to isolate and observe.* It shall be the duty of the veterinarian under whose supervision any animal specified in this article is placed for confinement and observation to keep the animal isolated in a separate pen or kennel and under observation for any symptoms of rabies.
- (b) *Duty to report; notification of Health Department by Animal Welfare Division Superintendent.* The veterinarian shall report immediately to the Animal Welfare Superintendent any changes occurring in the condition of the animal. Upon such notification, the Superintendent, or his/her duly authorized representative, shall immediately notify the Director of the Health Department of the changes reported to him.
- (c) *Release of suspect animal.* Animals impounded for rabies observation may not be released by the veterinarian until authorized in writing by the Animal Welfare Division of the City.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-204. - Fees and charges.

The owner of any animal impounded and held for rabies observation or surrendered and held for rabies observation shall pay to the City a fee for such observation along with fees and charges for the boarding and care of the animal. In cases where special testing and/or euthanasia are required, the owner shall pay a fee to the City for such services. The amount of such fees shall be as set forth in Chapter 60 - General Schedule of Fees.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-205—8-209. - Reserved.

DIVISION 3. - RESTRICTIONS ON RABIES VACCINE

§ 8-210. - Administration of approved vaccine required.

It shall be unlawful for any person to administer rabies vaccine to any animal unless the vaccine is approved for use in the particular species of animal as provided by this chapter or as required, allowed, or approved by the Department of Environmental Quality of the State.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-211. - Sale of approved vaccine limited; record of rabies vaccination and type of vaccine administered required.

It shall be unlawful for any person to sell live rabies vaccine licensed for use in animals to anyone other than a licensed veterinarian. Veterinarians shall be required to keep a record of the type and/or brand name of the rabies vaccine administered to each animal and shall indicate whether the animal vaccinated is a dog or cat, vaccination number, and the zip code of its owner. These records shall be maintained for a period of three years. When inactivated (killed virus) vaccines are sold to individuals who are not licensed veterinarians, the seller must keep a record for three years which includes: the name, address, and telephone number of the purchaser; the brand name, lot serial number, and expiration date of the vaccine sold; and the total amount of vaccine sold. The individual who administers rabies vaccine must keep a record for three years which includes: the name and address of the animal, date of vaccination, brand name of vaccine used, lot serial number of vaccine used, person or firm from whom purchased, their address and date of purchase; expiration date of vaccine used and the name, address, and telephone number of the individual administering the vaccine. All records required to be kept by the provisions of this Section shall be made available for inspection upon request of the Superintendent.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-212—8-228. - Reserved.

DIVISION 4. - LIVE TURTLES

§ 8-229. - Sale, offer for sale, barter or gift of live turtles; requirements.

- (a) *Requirements for lawful sale, offer of sale, barter or gift of live turtles.* It shall be unlawful for any person to sell, offer for sale, barter or give away live turtles used for commercial purposes except in conformance with the provisions of this section and with other appropriate City, State, and Federal regulations.
- (b) *Certificate of adequate bacteriological proof required.* Prior to the sale, offer of sale, barter or gift of any live turtles used for commercial purposes, a certificate of adequate bacteriological proof must be submitted to the Health Department that such turtles are free from salmonella contamination. Upon submission of such certificate, the Director of the Health Department shall have the option of approving the lot of turtles as free from salmonella contamination or of requiring further examinations pursuant to the provisions of Subsection (c) of this Section.
- (c) *Examinations by Health Department.* If the Director requires further examinations and cultures of any lot of turtles, a series of at least six consecutive cultures shall be taken at intervals of not less than one week and at

a laboratory approved for that purpose by the Health Department. The results of the examinations and cultures shall be submitted on a form provided by the Health Department. If the results of all the cultures are negative and show that the lot of turtles is free from salmonella contamination, the Director shall approve the lot of turtles for sale, offer for sale, barter or gift by the owner with a written statement of approval.

- (d) *Owner or dealer of turtles must retain certificate and statement of approval.* The owner or dealer of any lot of approved turtles must retain his/her certificate of adequate bacteriological proof and his/her written statement of approval as provided in this section. These documents or copies thereof must be provided to and accompany any subsequent owner or dealer of any turtle sold from an approved lot.
- (e) *Certificate of adequate bacteriological proof.* The term "certificate of adequate bacteriological proof" as used herein shall consist of a written statement issued by the Chief Public Health Official of the State from which the lot of turtles is shipped and which certifies that, based upon laboratory examination, the turtles have been found free of salmonella contamination. The certificate must also specify the particular examinations upon which the opinion is based.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-230—8-249. - Reserved.

ARTICLE V. - KENNEL AND ANIMAL SHELTER REGULATIONS

DIVISION 1. - GENERALLY

§ 8-250. - Purpose.

The intent of this article is to prevent and reduce the transmission of diseases from animals, particularly, dogs and cats, to preserve the peace, and to promote the health, safety and welfare of the citizens of the City by establishing rules and regulations over all kennel and private animal shelter operations within the City.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-251. - Exceptions.

All Federal, State and municipal facilities shall be exempt from the provisions of this article.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-252—8-259. - Reserved.

DIVISION 2. - ANIMAL SHELTER AND KENNEL LICENSES

§ 8-260. - License required.

- (a) *License required.* It shall be unlawful for any person to operate an animal shelter or a kennel without first procuring a license for such operation from the licensing officer of this City.

(b) All veterinary hospitals and nonprofit benevolent organizations dedicated to the care and protection of animals humanitarian purposes shall be exempt from the payment of the animal shelter or kennel license fees unless the particular veterinary hospital or nonprofit benevolent organization maintains stud animals or maintains five or more animals for breeding purposes.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-261. - Revocation and suspension of license.

In addition to any other penalties prescribed by ordinance, the City may revoke or suspend an animal shelter or kennel license for any violation of these regulations pursuant to the provisions of Chapter 26-1 et seq.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-262. - License fees.

A person required to procure a license under this division shall pay a license fee to the City. A schedule of fees is hereby levied for the licensing of animal shelters and kennels in the amounts established in Chapter 60, the General Schedule of Fees.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-263—8-270. - Reserved.

DIVISION 3. - ANIMAL SHELTER AND KENNEL REQUIREMENTS

§ 8-271. - Submission of plans and specifications; fee.

In addition to any other requirements of this Code, detailed plans and specifications shall be submitted to the Health Department to construct or remodel any animal shelter or kennel. Written approval of plans and specifications must be obtained from the Health Department prior to any construction or remodeling. The person submitting plans and specifications for review shall pay to the City the amount established in Chapter 60, General Schedule of Fees.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-272. - Contents of plans and specifications.

Any plans and specifications for animal shelters or kennels shall be in compliance with this article and must include descriptions of the proposed ventilation system, plumbing equipment, and finishes of floors, walls, and ceilings.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-273. - Separation of certain areas.

Animal housing areas must be physically separated from areas in which food and/or drink for human consumption is prepared, served or stored and from any living and/or sleeping areas of animal shelter or kennel personnel.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-274. - Physical facilities of animal shelters and kennels.

- (a) *Interior building surfaces.* Interior building surfaces shall be constructed and maintained so that they are impervious to moisture and may be readily cleaned.
- (b) *Electric power.* Reliable and adequate electric power shall be provided. Electrical wiring must meet all requirements of Chapter 18 of this Code.
- (c) *Water.* Adequate potable water shall be provided. Back flow preventers shall be installed on any threaded faucets.
- (d) *Heating.* Indoor housing for domestic animals shall be sufficiently heated when necessary to protect pet animals from cold, and to provide for their health and comfort. The ambient temperature shall be made consistent with the requirements of the particular species.
- (e) *Ventilation.* Indoor housing of animals shall be adequately ventilated with fresh air to minimize odors and moisture and to provide for the health and comfort of the animals at all times. Auxiliary ventilation, such as exhaust fans and vents or air conditioning, shall be provided when the ambient temperature is 85 degrees Fahrenheit or higher.
- (f) *Lighting.* Adequate lighting must be provided a minimum of eight hours per day. Such lighting shall provide a minimum of 25-foot candles of illumination for 30 inches above floor level and must be uniformly distributed. Enclosures must be positioned to protect animals from excessive illumination.
- (g) *Drainage.* A suitable method shall be provided to rapidly eliminate excess water from animal housing facilities. If drains are used, they shall be properly constructed and kept in good repair. If closed drainage systems are used, waste water shall be disposed of by connection to a sanitary sewer or any approved sewage disposal system.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-275. - Primary enclosure standards.

- (a) *Generally.* All enclosures shall be structurally sound and maintained in good repair to protect the animals from injury, to contain them and to prevent vermin from entering. They shall be constructed and maintained to enable the animals to remain dry and clean and to provide convenient access to clean food and water.
- (b) *Flooring.* The floors of the enclosures shall be constructed to prevent injury to animals' feet and legs. Enclosures for dogs and cats may have wire flooring provided, however, that (1) the wire is of adequate gauge to prevent sagging under the weight of the animals and (2) the wire mesh is small enough to prevent their feet from falling through the mesh.
- (c) *Space requirements.* Enclosures must be constructed to provide sufficient space to allow each animal to exercise normal postural movements.
- (d) *Additional requirement for cats.* A receptacle containing sufficient clean litter shall be provided to contain organic wastes.
- (e) *Exercise areas.* One run must be provided for every 18 primary enclosures. The run must be of sufficient size to allow an animal to break into a run. At least two exercise periods per day of 20 minutes each shall be provided.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-276. - Sanitation.

- (a) *Cleaning of animal enclosures.* Animal waste shall be removed from enclosures daily and/or as often as may be necessary to prevent contamination of the animals and to reduce disease hazards and odors. Cages shall be cleaned as often as may be necessary to maintain sanitary conditions by washing all surfaces with a detergent solution followed by a safe and effective sanitizer. Animals must be removed from the enclosures during the cleaning process and precautions taken to avoid cross contamination.
- (b) *Equipment cleaning.* Water and food containers and all other utensils shall be cleaned and sanitized using generally acceptable methods such as the use of heat or chemical sanitizing solution. These containers shall be cleaned and sanitized as often as necessary to maintain sanitary conditions.
- (c) *Waste disposal.* Animal and food wastes, bedding, dead animals, debris and other organic wastes shall be disposed of in a manner that ensures that vermin infestation, odors, disease hazards and nuisances are minimized.
- (d) *Property, generally.* The kennel property shall be kept clean, in good repair, and free of trash.
- (e) *Pest control.* An effective program for the control of insects, ectoparasites and avian and mammalian pests shall be maintained.
- (f) *Storage of food and supplies.* Supplies of food and bedding shall be stored:
 - (1) off the floor; or
 - (2) in waterproof closed containers and adequately protected against infestation or contamination by vermin.
- (g) *Dead animals.* Animals that die at the facility shall be stored and disposed of in a manner that will not cause a disease hazard or nuisance.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-277. - Food and water.

- (a) All animals shall be fed at least once a day and shall be provided potable water at all times except when under special veterinary care. The food and water shall be free from contamination, palatable, and of sufficient quality and nutritive value to meet the normal daily requirements for the condition and size of the animal. Refrigeration shall be provided for perishable food.
- (b) Food and water containers shall be accessible to the animal and located to minimize contamination by excreta. These containers shall be cleaned daily. Self-feeders and self-waterers may be used if cleaned daily.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-278. - Inspection of facilities; fee.

- (a) All kennels or animal shelters must be inspected by the Health Department prior to the issuance of a license under this Article. The Health Department or its designated representatives may make periodic inspections of all facilities licensed under this article and may make re-inspections as necessary to achieve or maintain compliance with the requirements of this article. An inspection or re-inspection fee shall be paid to the City. The amount of such fee shall be as established in Chapter 60 - General Schedule of Fees.
- (b) Federal, State and municipal facilities shall be exempt from the provisions of this article.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-279. - Classification and separation of animals.

(a) *Restrictions.* Animals housed in the same enclosure shall be maintained in compatible groups, with the following additional restrictions:

- (1) *Females.* Females in heat shall not be housed in the same primary enclosure with males, except for breeding purposes.
- (2) *Aggressive animals.* Any aggressive animal shall be housed individually in an enclosure.
- (3) *Puppies or kittens.* Puppies or kittens shall not be housed in the same primary enclosure with adult dogs or cats other than their dams, except when permanently maintained in breeding colonies.
- (4) Dogs shall not be housed in the same primary enclosure with cats, nor shall dogs or cats be housed in the same primary enclosure with any other species of animals.
- (5) Boarded animals shall not be housed in the same primary enclosure with those from another household unless the owners have been informed of and consented to that arrangement.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-280. - Disposal of animals by animal shelters.

Animal shelters shall follow the provisions of Section 8-57 of this Chapter pertaining to the disposition of animals. All euthanizations must be conducted in accordance with State law and in a humane manner.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-281—8-284. - Reserved.

DIVISION 4. - DISEASE CONTROL IN ANIMAL SHELTERS AND KENNELS

§ 8-285. - Dogs and cats to be vaccinated against rabies.

Dogs and cats kept in animal shelters or kennels shall be vaccinated against rabies in accordance with the provisions of Article IV of this chapter.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-286. - Diseased animals.

- (a) Animals under quarantine or treatment for a communicable disease shall be physically separated from other susceptible animals to minimize dissemination of disease. Such quarantine area should have a separate ventilation system.
- (b) *Observation and separation.* Animals shall be observed daily for signs of disease. An animal suspected of having an infectious disease shall be physically separated from other animals until the condition is determined to be noninfectious.
- (c) *Humane care.* Sick or injured animals shall be provided with access to veterinary care.

- (d) *Disposal in a humane manner.* Animals with untreatable diseases, or injuries, or of an aggressive nature shall be disposed of in a humane manner.
- (e) *Quarantine.* In breeding kennels, the Health Department may require laboratory testing of a suitable number of animals or specimens to determine if such animals are disease free. The costs of the laboratory tests shall be the responsibility of the licensee. Quarantine will be lifted only through written release by the Health Department when it is determined a health risk no longer exists.

(Ord. No. 23145, § 2, 10-3-06)

§§ 8-287—8-299. - Reserved.

ARTICLE VI. - NON-HUMAN PRIMATES

§ 8-300. - Annual license required for non-human primates; certain medical tests required as condition of obtaining license; submission of certain information required as condition of obtaining license; license fee; license fee exemption for service animals; gorillas, orangutans, baboons, macaques and chimpanzees not eligible for annual license; exemption from particular tests under certain circumstances; exemption for non-human primate breeders.

- (a) It shall be unlawful for any person to own, possess, keep or harbor on his/her property any non-human primate unless such animal is annually licensed by the City. Each such license shall be obtained from the Supervisor of Licenses and shall be valid for a period of one year only from the date of issuance. Upon expiration of such annual license, a new annual license shall be obtained from the Supervisor of Licenses. If a new license for the animal is not obtained within 30 days following expiration of the previous license, the animal shall be considered to be unlicensed for purposes of this article.
- (b) Issuance of an annual non-human primate license, or any renewal thereof, shall be conditioned upon the following:
 - (1) submission to the Supervisor of Licenses of a certificate from a veterinarian licensed to practice in the State of Oklahoma that states:
 - a. that the non-human primate for which the license is sought has been tested for all of the following diseases:
 1. Salmonella;
 2. Shigella;
 3. Amoebic dysentery;
 4. Herpes B; provided, no test for herpes B shall be required for New World monkeys; and
 5. any additional disease or diseases that the Superintendent may specify in writing to the Supervisor of Licenses; provided, the Superintendent may specify for testing only diseases that the non-human primate, as a possible carrier thereof, might transmit to a human being; and
 - b. that the non-human primate has tested negative for herpes B and such test result is on record; and that the animal has, within the last year, tested negative for, or has tested positive and is currently being treated by the veterinarian for, salmonella, shigella, amoebic dysentery, or any other disease specified by the Superintendent pursuant to Paragraph a. above; provided, no herpes B test result shall be required for New World monkeys.

- (2) submission to the Supervisor of Licenses of a certificate from a veterinarian licensed to practice in the State of Oklahoma that states that the veterinarian has personally examined the animal and that the animal does not present a public health danger; and submission to the Supervisor of Licenses of any and all other information about the animal being licensed that the Superintendent deems necessary.
- (3) payment of the non-human primate license fee provided in Chapter 60, General Schedule of Fees, of this Code. Provided, however, a qualified individual with a disability as defined in 28 C.F.R. § 35.104 of The Americans With Disabilities Act, who uses said non-human primate for the purposes of guidance or assistance shall be exempt from the payment of the license fee required by this section.
- (c) No license or renewal thereof shall be issued for any non-human primate for which the conditions set forth in Subsections (b)(1), (b)(2), and (b)(3) of this section are not or cannot be met.
- (d) Notwithstanding any other provision of this article, no license shall be issued for a gorilla, orangutan, baboon, macaque or chimpanzee because such animals are considered to constitute a public nuisance per se and are subject to abatement pursuant to the provisions of Article VIII of Chapter 35 of this Code; provided, macaques that were kept or harbored within the City limits prior to October 12, 1999, shall be eligible for a license pursuant to the provisions of this article.
- (e) Notwithstanding any other provision of this section, the Superintendent may exempt a particular non-human primate from the requirement for a particular test and authorize the issuance of a license without such test if the Superintendent, in consultation with the licensed veterinarian attending the animal, determines that conducting such test on the animal would pose a serious hazard to the animal's life or health and if the person owning, possessing, keeping or harboring the animal files an affidavit with the Superintendent that the animal will be kept confined in the home of such person and will not be taken out in public.
- (f) Except as provided by Section 8-304 of this article, the provisions of this section shall not apply to non-human primate breeders.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-301. - Violations and penalty.

Any person found owning, possessing, keeping or harboring any unlicensed non-human primate within the City in violation of this article shall be deemed guilty of a Class "a" offense.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-302. - Non-human primates that are not licensed or that test positive for certain diseases considered public nuisance per se and subject to abatement; report of unlicensed animal or positive test result by Supervisor of Licenses to Animal Welfare Superintendent; action by Superintendent.

- (a) Any non-human primate that is not licensed as required by Section 8-300 of this article shall be considered a public nuisance per se and shall be subject to abatement pursuant to the provisions of Article VII of Chapter 35 of this Code. Any non-human primate that tests positive for tuberculosis or herpes B shall be considered a public nuisance per se and shall be subject to abatement pursuant to the provisions of Article VII of Chapter 35 of this Code.
- (b) The Supervisor of Licenses shall notify the Superintendent of any unlicensed non-human primate of which he/she may be aware, and shall supply said Superintendent with all known information about the animal. The

Supervisor of Licenses shall also report any positive result for any disease for which a medical test is required pursuant to Section 8-300 of this article to the Superintendent and shall supply said Superintendent with a copy of such test result.

- (c) Upon receipt of notice of an unlicensed non-human primate, or upon receipt of any such positive test result, the Superintendent shall take appropriate action pursuant to the provisions of Article VIII of Chapter 35 of this Code.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-303. - Exemptions

The following persons or organizations shall be exempt from the provisions of this Article:

- (a) the Oklahoma City Zoological Park and the OMNIPLEX;
- (b) the Oklahoma City Animal Welfare Division;
- (c) any circus appearing in The City of Oklahoma City for less than 30 days;
- (d) any agency or official of the Federal, State or local government acting in an official capacity;
- (e) a licensed veterinarian while providing treatment for a non-human primate; and
- (f) a duly licensed and authorized research facility, including without limitation a university or college research facility.

(Ord. No. 23145, § 2, 10-3-06)

§ 8-304. - Non-human primate breeders.

- (a) No person shall operate within the City as a non-human primate breeder without first obtaining a license from the Supervisor of Licenses. Each such license shall be valid for a period of one year only from the date of issuance. Upon expiration of such annual license, a new annual license shall be obtained from the Supervisor of Licenses. If a new license is not obtained within 30 days following expiration of the previous license, the non-human primate breeder shall be considered to be unlicensed for purposes of this article.
- (b) Issuance of a non-human primate breeder's license shall be conditioned upon the following:
 - (1) submission to the Supervisor of Licenses of satisfactory proof that the breeder is licensed and regulated by the USDA and that the breeder is in full compliance with all USDA regulations related to the breeding of non-human primates.
 - (2) submission to the Supervisor of Licenses of any and all other information about the breeder's operations that the Superintendent deems necessary.
 - (3) payment of the non-human primate breeder's license fee provided in Chapter 60, General Schedule of Fees, of this Code.
- (c) No non-human primate license or medical tests shall be required for any non-human primate in the possession of a duly licensed non-human primate breeder; provided, a non-human primate license and medical tests as provided by Section 8-300 shall be required for any non-human primate over the age of one year that is in the possession of the non-human primate breeder.
- (d) Notwithstanding any other provision of this article, no non-human primate breeder shall own, keep, harbor or possess a gorilla, orangutan, baboon, macaque or chimpanzee because such animals are considered to

constitute a public nuisance per se and are subject to abatement pursuant to the provisions of Article VIII of Chapter 35 of this Code; provided, this prohibition shall not apply to macaques that were kept or harbored within the City limits prior to October 12, 1999, and that are duly licensed pursuant to the provisions of this Article.

(Ord. No. 23145, § 2, 10-3-06)

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2021 Election of Two Trustees

The biographical sketch on the next page for each nominee was written by the person(s) who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES.

_____ MIKE BAILEY, City Manager, City of Bartlesville (Incumbent)

_____ CRAIG STEPHENSON, City Manager, City of Ponca City (Incumbent)

_____ MIKE CARTER, City Manager, City of Sand Springs

_____ RICK GOODMAN, Mayor / Trustee, Town of Meno

_____ GERALD HAURY, Town Administrator, Town of Mannford

_____ MARK WHINNERY, City Manager, City of Drumright

SIGN AND ATTEST

Ballot cast for the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2021
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT
WILL INVALIDATE THE BALLOT!**

**Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.
Boulevard, Edmond, OK 73013 no later than *May 31, 2021*, by:**

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;
- (2) emailing the ballot to elections@omag.org; or
- (3) sending the ballot to OMAG by certified mail.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

Attachment: OMAG Ballot (5090 : 7 OMAG Election of Trustees)

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 15 years. Mike is also a licensed CPA who has worked with many local governments throughout his career. Mike has served on the OMAG Board since 2007 and is currently the vice chair. **(Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 34 years of municipal government experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. **(Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

MIKE CARTER Mike Carter is the City Manager of Sand Springs. Carter served as Police Chief from 2015 until 2021 and was a Sand Springs Police Officer for 28 years. Carter was born and raised in Tulsa and was awarded a degree from NSU and is a graduate of the FBI Academy. **(Sand Springs participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

RICK GOODMAN Rick has served the Meno community as an elected board trustee / mayor for the past six years. Rick has seen firsthand some of the challenges that small communities face and would like the opportunity to be the voice for small communities on the OMAG Board of Trustees. **(Meno participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

GERALD HAURY A Town Administrator for Mannford, Gerald manages the Town's natural gas and electric distribution and senior housing operations. Gerald believes in the OMAG model using OMAG's programs and training for his employees. Gerald supports these programs and will work to ensure OMAG stays a strong partner for cities and towns. **(Mannford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

MARK WHINNERY Mark Whinnery became Drumright's City Manager in 2012. He's a retired Air Force Colonel with 25 years of service. Mark has a Bachelor's in Communication, a Master's in Human Resources, and a Master's of Military Operational Art and Science. Mark was also an Air Force Fellow at the Rand Corporation. **(Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

RESOLUTION REGARDING 2021 GENERAL OBLIGATION REFUNDING BONDS
Including Transcript of Proceedings

THE CITY COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA, MET IN REGULAR SESSION IN COUNCIL CHAMBERS AT CITY HALL, ALSO KNOWN AS TOWN HALL, 6407 AVONDALE DRIVE, IN SAID CITY ON APRIL 13, 2021, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Nichols Hills, Oklahoma for the calendar year 2021 having been given in writing to the City Clerk of said City at _____ o'clock _____m. on _____, and public notice of this meeting, setting forth the date, time, place and agenda was posted at _____ o'clock _____m. _____, 2021, by posting on the City's Internet website (www.nicholshills.net) the date, time, place and agenda for the meeting in accordance with Section 3106.2 of Title 74 of the Oklahoma Statutes, and was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at _____ o'clock _____m., on _____, 2021, each being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays (as attached hereto), all in compliance with the Oklahoma Open Meeting Act. Further, as required by 25 O.S. § 311A(9)(b), the City made the notice of this public meeting available to the public in the principal office of the public body (6407 Avondale Drive, Nichols Hills, Oklahoma County, Oklahoma) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced a Resolution, copies having been distributed to the Councilmembers, and upon motion by Councilmember _____, seconded by Councilmember _____, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the Mayor, attested by the City Clerk, sealed with the seal of said City, and is as follows:

Attachment: GO Refunding Reso for 4.13.21-2.1 (5099 : Resolution - sale & issuance of bonds)

RESOLUTION

A RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (THE “BONDS”) IN THE AMOUNT OF NOT TO EXCEED NINE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) BY THE CITY OF NICHOLS HILLS, STATE OF OKLAHOMA FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS INCLUDING PORTIONS OF THE CITY’S GENERAL OBLIGATION BONDS, SERIES 2009, SERIES 2010, SERIES 2011, SERIES 2012, SERIES 2013, SERIES 2014 AND SERIES 2015; WAIVING COMPETITIVE BIDDING FOR THE BONDS; PRESCRIBING FORM OF BONDS; PROVIDING FOR A BOND ISSUE DESIGNATED “GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING LEVY OF AN ANNUAL TAX FOR PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT, AN ESCROW AGREEMENT, AND AN OFFICIAL STATEMENT; FIXING OTHER DETAILS OF THE ISSUE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The City of Nichols Hills, Oklahoma (the “City”) has previously issued its \$2,800,000 General Obligation Bonds, Series 2009 (the “2009 Bonds”), of which \$500,000 is currently outstanding and of which \$270,000 (the “2009 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption; and

WHEREAS, The City has previously issued its \$2,400,000 General Obligation Bonds, Series 2010 (the “2010 Bonds”), of which \$600,000 is currently outstanding and of which \$400,000 (the “2010 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption; and

WHEREAS, The City has previously issued its \$5,400,000 General Obligation Bonds, Series 2011 (the “2011 Bonds”), of which \$1,800,000 is currently outstanding and of which \$1,350,000 (the “2011 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption; and

WHEREAS, The City has previously issued its \$2,500,000 General Obligation Bonds, Series 2012 (the “2012 Bonds”), of which \$1,065,000 is currently outstanding and of which \$860,000 (the “2012 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption; and

WHEREAS, The City has previously issued its \$4,000,000 General Obligation Bonds, Series 2013 (the “2013 Bonds”), of which \$2,020,000 is currently outstanding and of which \$1,690,000 (the “2013 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption; and

WHEREAS, The City has previously issued its \$3,900,000 General Obligation Bonds, Series 2014 (the “2014 Bonds”), of which \$2,275,000 is currently outstanding and of which \$1,950,000 (the

“2014 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption; and

WHEREAS, The City has previously issued its \$4,200,000 General Obligation Bonds, Series 2015 (the “2015 Bonds”), of which \$2,800,000 is currently outstanding and of which \$2,450,000 (the “2015 Refunded Portion”) will mature on or after July 1, 2022, and which is subject to redemption on July 1, 2021; and

WHEREAS, it is deemed advisable by the City, for the purpose of obtaining interest cost savings to the City to issue General Obligation Refunding Bonds as authorized by Title 62, Oklahoma Statutes 2011, Sections 751 *et seq.*; and

WHEREAS, it is hereby determined to be in the best interest of the City to sell on this date, at this hour, and at this place, the amount of not exceed Nine Million, Five Hundred Thousand Dollars (\$9,500,000) of General Obligation Refunding Bonds, Series 2021 for such purpose and in order to provide the most efficient method of refunding the Refunded Bonds, it is hereby determined that a negotiated sale is most appropriate and therefore competitive bidding for the Bonds is hereby waived and the Bonds are hereby authorized to be sold at negotiated sale; and

WHEREAS, a public hearing with respect to the issuance of the General Obligation Refunding Bonds has been conducted at this meeting with no adverse comments from the public.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS:

Section 1. After due consideration by the governing body and in compliance with Title 62 Oklahoma Statutes 2011, Sections 751 *et seq.* and the Charter of the City of Nichols Hills, competitive bidding for the Bonds is hereby waived, and the Bonds herein authorized are awarded, sold and delivered to Citigroup Global Markets Inc., as Sole Manager pursuant to the Bond Purchase Agreement attached hereto and incorporated herein by reference, upon fulfillment of the terms set out in said Bond Purchase Agreement. That there are hereby ordered and directed to be issued the bonds of said City in accordance with the form as hereinafter set out, in the aggregate principal amount of not to exceed Nine Million, Five Hundred Thousand Dollars (\$9,500,000), which Bonds shall be designated “2021 GO Refunding Bonds”, shall be dated as of delivery, shall mature on dates coinciding with the maturities of the Refunded Bonds on July 1st and January 1st, and shall total, shall be subject to redemption, if any, shall mature and shall be payable and bear interest as shall be set forth in a Certificate of Determination signed by the Mayor after the pricing of the Bonds, which certificate shall be attached to the Bond Purchase Agreement herein authorized.

Interest shall be payable semi-annually on July 1st of each year, commencing on July 1, 2021. The bonds are issuable as registered Bonds in denominations of \$5,000 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

[Form of Bond beginning on next page]

[FORM OF REGISTERED BOND]

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

NO. _____

\$ _____

THE CITY OF NICHOLS HILLS
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2021

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
		, 2021	

REGISTERED OWNER:

PRINCIPAL AMOUNT	DOLLARS
------------------	---------

KNOW ALL PERSONS BY THESE PRESENTS: That The City of Nichols Hills, Oklahoma County, Oklahoma (the "City") hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named above or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon (computed on the basis of a 360-day year of twelve 30-day months), from the date hereof until paid, payable semi-annually on July 1st and January 1st.

If this Bond is held in book-entry-only form, it will be registered in the name of the Securities Depository or its nominee, which will initially be Cede & Co., as nominee for The Depository Trust Company. Payments of interest on and principal of this Bond shall be made to the Securities Depository in accordance with its procedures. If this Bond is not held in book-entry-only form, interest hereon shall be payable by check or draft mailed to the registered owner hereof at his address as it appears on the books of registry (as of the fifteenth day of the month next preceding each interest payment date) kept by BOKF, NA, Oklahoma City, Oklahoma, as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). Payment of principal on this Bond will be made at the principal office of the Paying Agent/Registrar, or at the principal office of a successor Paying Agent/Registrar. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America, which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, redemption provisions and denomination, aggregating the principal sum of Nine Million, Five Hundred Thousand Dollars (\$9,500,000). This Bond, and the Bonds of the issue of which it is one, has been issued for the purposes of refunding certain outstanding portions of The City of Nichols Hills, Oklahoma, General Obligation Bonds, Series 2009, Series 2010, Series 2011, Series 2012, Series 2013, Series 2014, and Series 2015, all pursuant to Title 62, Oklahoma Statutes 2011, Section

751 *et seq.*, and statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

The Bonds are not subject to optional redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Registrar in the Registration Record maintained in its corporate trust office in Oklahoma City, Oklahoma. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered in the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity. This Bond has been issued pursuant to the authority of the General Obligation Public Securities Refunding Act and is incontestable for any cause whatsoever after delivery for value.

IN WITNESS WHEREOF, said City has caused this Bond to be executed in its name by the facsimile signature of its Mayor, attested by the facsimile signature of its Clerk, and sealed with the facsimile seal thereof all as of the ____ day of _____, 2021.

(SEAL)
ATTEST:

Mayor

City Clerk

* * *

AUTHENTICATION CERTIFICATE

Date of Registration
and Authentication: _____

This Bond is one of the General Obligation Refunding Bonds, Series 2021 of The City of Nichols Hills, Oklahoma described herein.

BOKF, NA, as Registrar

Authorized Signature

* * *

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

We, the undersigned, District Attorney and County Clerk, respectively, of said County in said State in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said Counties as of the ____ day of _____, 2021.

County Clerk, Oklahoma County

District Attorney, District Number 7

* * *

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: _____

Attachment: GO Refunding Reso for 4.13.21-2.1 (5099 : Resolution - sale & issuance of bonds)

In the presence of:

Signature guaranteed by:

* * *

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Treasurer of the within named City in said County and State, hereby certify that I have duly registered the within Bond in my office as of the ____ day of _____, 2021.

Witness my hand the date above written.

City Treasurer

* * *

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT

_____, 2021

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the form and method of procedure prescribed and provided by me for the issuance of bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of Title 62, Oklahoma Statutes 2011, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, as modified by Title 62, Oklahoma Statutes 2011, Section 755(D) is incontestable in any Court in the State of Oklahoma after delivery for value.

Attorney General
Ex-Officio Bond Commissioner
State of Oklahoma

* * *

[END OF FORM OF BOND]

Attachment: GO Refunding Reso for 4.13.21-2.1 (5099 : Resolution - sale & issuance of bonds)

Section 3. That each of said Bonds shall be signed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and hereby are authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City, have the same registered by the Treasurer, endorsed by the District Attorneys and County Clerks and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose of paying the Refunded Bonds of the City, paying the costs of issuance and other lawful purposes as set forth in the General Obligation Public Securities Refunding Act.

Section 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

Section 5. The Registrar for all registered Bonds issued pursuant to this Resolution shall be BOKF, NA, Oklahoma City, Oklahoma, which shall maintain a Registration Record in its principal corporate trust office for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appear on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be cancelled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000 or any integral multiple thereof. The Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

Section 6. The Bond Purchase Agreement, a form of which is attached hereto, between the City and the aforesaid purchasers of the Bonds attached hereto and incorporated herein by reference is hereby approved and the Mayor is authorized to execute the same as well as the Certificate of Determination attached thereto, upon the Mayor's determination of the final details of the Bonds

including interest rates, maturities and call features, if any, on the date of final pricing of the Bonds, provided the average interest rate in the form of true interest cost does not exceed 5% per annum and provided further this authorization to sign the Bond Purchase Agreement shall lapse on June 30, 2021.

Section 7. That the Preliminary Official Statement pertaining to the Bonds is deemed by the City Council to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The City Council further authorizes distribution of the Preliminary Official Statement by the Underwriter in connection with the sale of the Bonds.

Section 8. The Special Escrow Fund Agreement, the Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Special Escrow Fund Agreement and the Continuing Disclosure Agreement and the Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

Section 9. That beginning with the fiscal year beginning in 2021, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking fund to be designated “General Obligation Refunding Bonds, Series 2021 Sinking Fund.” Said tax shall be and is hereby ordered certified, levied and extended upon the rolls and collected by the same officers, in the same

manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

Section 10. The Mayor, Vice Mayor, City Manager, Treasurer, Director of Finance and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

ADOPTED by the Council and **SIGNED** by the Mayor of the City of Nichols Hills this 13th day of April, 2021.

ATTEST:

CITY OF NICHOLS HILLS

City Clerk
(SEAL)

Mayor

Attachment: GO Refunding Reso for 4.13.21-2.1 (5099 : Resolution - sale & issuance of bonds)

[illegible]

I, the undersigned, the duly qualified and acting Clerk of The City of Nichols Hills, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the sale of Bonds adopted by the governing body of said municipality and transcript of proceedings of said governing body had at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

Notice of the schedule of regular meetings of the governing body of the City of Nichols Hills, Oklahoma for the calendar year 2021 having been given in writing to the City Clerk of said City at _____ o'clock _____m. on _____, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ____ o'clock ____m. _____, 2021, by posting on the City's Internet website (www.nicholshills.net) the date, time, place and agenda for the meeting in accordance with Section 3106.2 of Title 74 of the Oklahoma Statutes, and was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at _____ o'clock ____m., on _____, 2021 each being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays (as attached hereto), all in compliance with the Oklahoma Open Meeting Act. Further, as required by 25 O.S. § 311A(9)(b), the City made the notice of this public meeting available to the public in the principal office of the public body (6407 Avondale Drive, Nichols Hills, Oklahoma County, Oklahoma) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal on April 13, 2021.

(SEAL)

City Clerk

Attachment: GO Refunding Reso for 4.13.21-2.1 (5099 : Resolution - sale & issuance of bonds)

Attachments

Notice and Agenda

Bond Purchase Agreement
(Please refer to Tab #13 of Transcript)

Special Escrow Fund Agreement
(Please refer to Tab #8 of Transcript)

Continuing Disclosure Agreement
(Please refer to Tab #14 of Transcript)

Official Statement
(Please refer to Tab #12 of Transcript)

\$9,500,000
CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

BOND PURCHASE AGREEMENT

_____, 2021

City of Nichols Hills
 6407 Avondale Drive
 Nichols Hills, Oklahoma 73116

Ladies and Gentlemen:

The undersigned, _____ (the “Representative” or “Underwriter”), and not acting as a fiduciary or agent for you, offers to enter into the following agreement (this “Agreement”) with City of Nichols Hills, Oklahoma (the “Issuer”), which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 5:00 p.m., Central time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Resolution (as defined herein) or in the Official Statement (as defined herein).

1. ***Purchase and Sale of the Bonds.*** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer’s General Obligation Refunding Bonds, Series 2021 (the “Bonds”). The Issuer agrees and acknowledges that in connection with the purchase and sale of the Bonds pursuant to this Agreement and the offering of the Bonds for sale and the discussions and negotiations relating to the terms of the Bonds set forth in this Agreement: (i) the primary role of the Underwriters as underwriters is to purchase securities for resale to investors in an arm’s length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer, (ii) the Underwriters are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer or any other person or entity and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the offering of the Bonds and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriters have to the Issuer with respect to the offering of the Bonds are set forth expressly in this Agreement, (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds; and (v) the Underwriters have provided to the Issuer

prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”), which have been received by the Issuer. The Issuer has engaged a registered municipal advisor to advise it on this transaction. The Representative represents and warrants to the Issuer that it has been duly authorized to act on behalf of itself and the other Underwriters to enter into this Agreement and to take all actions, on behalf of the Underwriters, required or contemplated to be performed by the Underwriters under this Agreement.

The Bonds are being issued pursuant to the provisions of Title 62, Sections 751 *et seq.*, Oklahoma Statutes 2011 (the “Act”), and a resolution of the City Council of the Issuer adopted March 30, 2021 (the “Resolution”). The Resolution authorized execution of a Paying Agent/Registrar Agreement (the “Paying Agent/Registrar Agreement”) pursuant to which BOKF, NA, shall serve as Paying Agent and Registrar (the “Paying Agent/Registrar”). The Bonds are being issued for the purpose of providing funds to refund the outstanding general obligation bonds of the Issuer described on **Schedule II** hereto (collectively, the “Refunded Bonds”) in the manner and subject to the terms and conditions set forth in the Special Escrow Fund Agreement dated as of _____, 2021 (the “Escrow Agreement”) between the Issuer and BOKF, NA, as escrow agent thereunder (the “Escrow Agent”), all as set forth in the Resolution and in the Official Statement. In connection with the issuance of the Bonds, the Issuer will enter into and deliver a continuing disclosure agreement, as described in and in the form attached as Appendix [D], to the Official Statement (the “the Continuing Disclosure Agreement”). The Resolution, the Paying Agent/Registrar Agreement, the Escrow Agreement, the Continuing Disclosure Agreement, and this Agreement are hereinafter collectively referred to as the “Issuer Documents.” The principal amount of the Bonds to be issued, the maturities, mandatory sinking fund redemption provisions, if any, optional redemption provisions and interest rates per annum are attached hereto as **Schedule III**. The Bonds shall be dated the date of issuance and delivery (the “Dated Date”).

The purchase price for the Bonds shall be \$_____ (representing the par amount of the Bonds of \$_____, plus a reoffering premium on the Bonds of \$_____ and less an Underwriters’ discount of \$_____).

2. **Public Offering.** The Underwriters intend to make an initial public offering of all the Bonds at prices not in excess of the initial offering prices or yields set forth in the Official Statement; provided, however, but expressly subject to the provisions of Section 5(c) hereof relating to the establishment of the issue price of the Bonds, the Underwriters may change such initial offering prices as they deem necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to certain institutions (including dealers depositing the Bonds into investment trusts) at prices lower than those stated in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice. On or before the Closing (as defined herein), the Representative shall execute an Issue Price Certificate, in substantially the form attached hereto as **Exhibit A**, verifying the initial offering prices to the public.

3. **The Official Statement.** (a) The Issuer previously has delivered, or caused to be delivered, copies of the Preliminary Official Statement dated _____, 2021 (the “Preliminary Official Statement”), to the Underwriters in a “designated electronic format,” as

defined in the MSRB Rule G-32 (“Rule G-32”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (1) dated the date of this Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s (the “SEC”) Rule 15c2-12, as amended (the “Rule”), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Representative before the execution hereof with only such changes permitted by the Rule and (4) in both a “designated electronic format” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the “Official Statement.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Representative reasonably deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was “deemed final” by the Issuer as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule and the Issuer has delivered a certificate to the Underwriters, dated the date of the Preliminary Official Statement, to evidence compliance with the Rule to the date hereof, a copy of which is attached as **Exhibit B** hereto.

(c) The Issuer represents that officials of the Issuer have reviewed and approved the information in the Official Statement, and the Issuer hereby authorizes the distribution and use of the Official Statement and the information contained therein by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriters (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer

becomes aware of any fact or event that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will promptly prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC") or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Representative to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System). Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. ***Representations, Warranties, and Covenants of the Issuer.*** The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a city, a political subdivision of the State of Oklahoma (the "State") and a governmental agency and a body politic and corporate, duly created, organized, and existing under the Constitution and general laws of the State. The Issuer is in full compliance with all provisions of the Act and the Constitution and laws of the State and has full legal right, power and authority and at the date of the Closing will have full legal right, power and authority under the Act (i) to adopt the Resolution and to take the actions authorized thereby; (ii) to enter into, execute and deliver the Issuer Documents and all documents required hereunder and thereunder to be executed and delivered by the Issuer; (iii) to secure the Bonds as provided in the Resolution, and (iv) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement.

The Issuer has complied, and will at the Closing be in compliance, in all material respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions.

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Bonds on the terms set forth herein, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds and the Issuer Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the Official Statement for use by the Underwriters in connection with the public offering of the Bonds and (iv) the consummation by it of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(c) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the other Issuer Documents, when duly executed and delivered, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Resolution will provide, for the benefit of the holders of the Bonds, the legally valid and binding pledge of ad valorem taxes and lien it purports to create as set forth in the Resolution, the pledge to levy, assess and collect an annual ad valorem tax, without limit as to rate or amount, upon all taxable property within the boundaries of the Issuer, sufficient to pay the principal of and interest on the Bonds when due.

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, order, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, including any of its prior resolutions that authorized the Refunded Bonds (the "Prior Resolutions"), and no event which would have a material and adverse effect upon the business or financial condition of the Issuer has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision,

administrative regulation, judgment, decree, loan agreement, order, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolution.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Issuer Documents, the issuance of the Bonds or the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the blue sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.

(f) The Bonds and the Resolution conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement; the proceeds of the sale of the Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption “THE SERIES 2021 REFUNDING BONDS,” and the Undertaking conforms to the description thereof contained in the Preliminary Official Statement and the Official Statement under the caption “CONTINUING DISCLOSURE AGREEMENT” and in “Appendix [D]—Form of Continuing Disclosure Agreement.”

(g) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer: (i) affecting the existence of the Issuer or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the assessment, collection, or application of the levy, imposition, charge, collection, or application of the taxes pledged to the payment of principal of and interest on the Bonds pursuant to the Resolution, (iii) in any way contesting or affecting the validity or enforceability of the Bonds, the Refunded Bonds, the Prior Resolutions or the Issuer Documents, (iv) contesting the exclusion from gross income of interest on the Bonds or the Refunding Bonds for federal income tax purposes or Oklahoma state income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Refunded Bonds, the Prior Resolutions or the Issuer Documents.

(h) The Preliminary Official Statement, as of its date and as of the date of this Agreement, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including that date that is 25 days from the "end of the underwriting period" (as defined in the Rule), the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto until the time when the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Resolution and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters, at no expense to the Issuer, as the Representative may reasonably request (A) to (y) qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(m) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the Issuer's audited financial statements included in the Preliminary Official Statement and the Official Statement. There has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, since the date of such statements and information. Prior to the Closing, the Issuer will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of

operations or condition, financial or otherwise, of the Issuer. Except as described in the Preliminary Official Statement and in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer would have a material adverse effect on the financial condition of the Issuer.

(n) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities ([other than the Issuer's Series 2021 _____ Bonds (as defined in the Preliminary Official Statement) or] except in the ordinary course of business), direct or contingent, payable from or secured by a pledge of any ad valorem taxes which will secure the Bonds, without the prior approval of the Representative, which approval shall not be unreasonably withheld.

(o) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

(p) To the knowledge and belief of the Issuer, the Preliminary Official Statement and the Official Statement contain information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Except as otherwise provided in the Preliminary Official Statement and the Official Statement, during the last five years the Issuer has complied in all material respects with all continuing disclosure agreements made by the Issuer in accordance with the Rule.

(q) The Issuer covenants that between the date hereof and the Closing it will take no actions which will cause the representations and warranties made in this Agreement to be untrue as of Closing.

(r) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Bonds and true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto.

(s) To the knowledge of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Except as otherwise provided in the Preliminary Official Statement and the Official Statement, during the last five years the Issuer has complied with all continuing disclosure agreements made by it in accordance with the Rule.

(t) The Issuer covenants and agrees to enter into a written agreement or contract, constituting an undertaking to provide annual financial information and notices of the occurrence of specified events, for the benefit of the Bondholders on or before the date of delivery of the Bonds as required by Section (b)(5) of the Rule, which undertaking shall be for the benefit of the Bondholders, and in the form of the Continuing Disclosure Agreement set forth in Appendix [D] to the Preliminary Official Statement, with such changes as may be agreed to in writing by the Representative.

(u) The Issuer will not amend or supplement the Official Statement without prior notice to and the consent of the Representative and will advise the Representative promptly in the event the Issuer learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Official Statement in connection with the offer and sale of the Bonds.

5. **Establishment of Issue Price.** (a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer on or before the Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in **Schedule III** attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in **Schedule III** attached hereto, except as otherwise set forth therein. **Schedule III** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date;
- (2) or the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Representative confirms that:

(1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(2) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person (including an individual, trust, estate, partnership, associate, company, or corporation), other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Agreement by all parties.

6. **Closing.** Delivery of the Bonds shall be made at the Closing Time to the Underwriters through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Representative shall direct. Payment for the Bonds shall be made by the Underwriters by wire transfer of federal funds payable to the Trustee for the account of the Issuer at 10:00 a.m., Central Time, on _____, 2021, or at such other place, time and date as shall be mutually agreed upon by the Issuer and the Representative. Except for purposes of delivery of the Bonds to the Underwriters, the Closing shall take place at the offices of Williams, Box, Forshee & Bullard, PC, Oklahoma City, Oklahoma. The delivery of and payment for the Bonds is herein called the “Closing.” The date of such delivery and payment is herein called the “Closing Date,” and the hour and date of such delivery and payment is herein called the “Closing Time.” The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form delivered to or at the direction of DTC as directed by the Representative in the form of one bond for each maturity of the Bonds registered in the name of Cede & Co., duly executed and authenticated.

7. **Closing Conditions.** The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the accuracy of the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date of this Agreement and as of the date of the

Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative on behalf of the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall have been duly executed, delivered and authenticated, as applicable, shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall have been delivered and shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative, (ii) the net proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement and in the Resolution and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel, and Underwriters' Counsel (all as hereinafter defined) to deliver their respective opinions referred to hereafter.

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect shall be in substantially the form provided for by the Resolution and shall not have been amended, modified or supplemented, except as may have been agreed to by the Representative.

(e) At or prior to the Closing, the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the definitive Bonds.

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or the operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement.

(g) The Issuer shall not currently be in default in the timely payment of principal or interest when due on any of its outstanding obligations for borrowed money.

(h) Except as described in the Preliminary Official Statement and the Official Statement, no suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency which is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Bonds or the consummation of the transactions described herein, or which, in the reasonable

judgment of the Representative, would have a materially adverse effect on the transactions described herein.

(i) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel and Underwriters' Counsel.

(j) At or prior to the Closing, the Representative shall have received one copy of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, in (i) a "designated electronic format" that meets the requirements of Rule G-32 and (ii) a printed format;

(2) Certified copies of the Resolution, the Paying Agent/Registrar Agreement, the Escrow Agreement and the Continuing Disclosure Agreement;

(3) A certificate, dated the date of Closing, signed by the Mayor of the Issuer, or other official acceptable to the Representative to the effect that (i) the representations and warranties of the Issuer contained in this Agreement or in any certificate or document delivered by the Issuer pursuant to the provisions hereof are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing, and all agreements or conditions to be performed or complied with by the Issuer hereunder on or prior to the date of the Closing have been performed or complied with; (ii) except to the extent disclosed in the Preliminary Official Statement and the Official Statement, no litigation, action, suit or proceeding against the Issuer is pending or, to the knowledge of such persons, threatened in any court or administrative body, nor is there a basis for litigation which would (a) contest the right of the members of the City Council or other officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds, the Refunded Bonds, the Prior Resolutions or the Issuer Documents, (d) contest in any way the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement, or (e) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or from assessing, collecting, or applying the levy, imposition, charge, collection, or application of the taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or that would otherwise adversely affect in a material manner the Issuer's financial condition, its ability to pay the principal of and interest on the Bonds, or its ability to consummate the transactions described herein; (iii) the official actions of the Issuer authorizing the execution, delivery and/or performance of the Preliminary Official Statement, the Official Statement, the Bonds, the Refunded Bonds, the Prior Resolutions, and the Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed; (iv) to their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in the light of the

circumstances under which they were made, not misleading in any material respect as of the time of Closing, and the information contained in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date of Closing, was and is correct in all material respects and does not and did not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements including financial data of, or pertaining to entities, other than the Issuer, and their activities contained in the Preliminary Official Statement and the Official Statement are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and the Issuer has no reason to believe that they are untrue in any material respect; and (vi) there has not been any materially adverse change in the financial condition of the Issuer since the latest date as of which audited financial information is available;

(4) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and Underwriters' Counsel setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code;

(5) The approving opinion of Williams, Box, Forshee & Bullard, P.C, Bond Counsel ("Bond Counsel"), dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriters, substantially in the form of Appendix C to the Official Statement;

(6) The legal opinion of the Attorney General of the State of Oklahoma;

(7) The supplemental opinion of Bond Counsel, addressed to the Issuer (and either addressed to or the subject of a reliance letter addressed to the Underwriters), dated the Closing Date, substantially in the form attached hereto as **Exhibit C**;

(8) The opinion of the City Attorney, Counsel to the Issuer, addressed to the Issuer (and either addressed to or the subject of a reliance letter addressed to the Underwriters), dated the Closing Date, in form and substance satisfactory to Bond Counsel and the Representative;

(9) [The opinion of _____, Counsel to the Underwriters ("Underwriters' Counsel"), dated the Closing Date and in form and substance satisfactory to the Representative, addressed to the Underwriters;]

(10) Written acceptance of the Paying Agent and Registrar of its appointment to serve as such under the Paying Agent/Registrar Agreement and of the Escrow Agent of its appointment to serve as such under the Escrow Agreement;

(11) Written evidence that the Bonds have been assigned ratings of [_____] (stable outlook)] by S&P Global Ratings ("S&P");

(12) A certificate of a duly authorized representative of the Issuer to the effect that all necessary authorizations and consents have been obtained from the auditors for the use of their Independent Accountants' Report in Appendix B to the Official Statement, including an executed copy of such authorization or consent obtained from the auditors;

(13) The verification report of _____ (the "Verification Agent"), acceptable to the Representative, verifying the accuracy of (A) the mathematical computations of the adequacy of [the maturing principal] amounts [of the Federal Securities (as defined in the Preliminary Official Statement), together with interest thereon, to be] deposited under the Escrow Agreement for payment of the Refunded Bonds, and (B) the mathematical computations of the yields on the Bonds, such Refunded Bonds [and the Federal Securities];

(14) A Certificate of Determination executed by the Mayor of the Issuer in the form attached hereto as **Exhibit D**; and

(15) Such additional legal opinions, certificates, instruments and other documents as the Representative, Bond Counsel or Underwriters' Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative and Underwriters' Counsel.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 4, 9, 10 and 11 hereof shall continue in full force and effect.

8. **Termination.** The Representative shall have the right to terminate the Underwriters' obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds if, after the execution hereof and prior to the Closing, the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall be materially adversely affected in the reasonable judgment of the Representative by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or the Treasury Department of the United States or the Internal Revenue

Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein.

(b) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered.

(c) Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933 (as amended and as then in effect, the "1933 Act" or the "Securities Act"), or the Securities Exchange Act of 1934 (as amended and as then in effect, the "1934 Act" or the "Exchange Act") or that the Resolution is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939 (as amended and as then in effect, the "Trust Indenture Act") or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect.

(d) Legislation shall be introduced or be enacted having the purpose or effect of imposing Oklahoma state income taxation upon interest on the Bonds or upon revenues or other income of the general character to be derived by the Issuer.

(e) Any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Bonds have been sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance or nonfeasance of the Underwriters.

(f) A general suspension of trading in securities on the New York Stock Exchange or any other major exchange, the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date of this Agreement) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions on the trading of securities now in force

(including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters).

(g) A general banking moratorium declared by federal, State of New York, or State officials authorized to do so.

(h) The New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

(i) Any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon).

(j) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Preliminary Official Statement and the Official Statement discloses are expected to occur.

(l) There shall have occurred any downgrading, withdrawal or published negative credit watch or similar published information from a rating agency that at the date of this Agreement has published a rating (or has been asked to publish a rating) on any of the Issuer's obligations that are secured in a like manner as the Bonds, which action reflects a negative change or possible negative change, in the ratings accorded to such obligations of the Issuer (including any rating to be accorded the Bonds).

(m) There shall have occurred any (i) new material outbreak of hostilities (including, without limitation, an act of terrorism) or the declaration by the United States of a national emergency or war or (ii) new material other national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereof.

(n) Any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement.

(o) A material disruption in securities settlement, payment or clearance services shall have occurred in the United States securities markets, which disruption is not temporary in duration.

(p) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including 1933 Act, the 1934 Act and the Trust Indenture Act.

(q) The purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission which prohibition shall occur subsequent to the date hereof, and is not the result of the Underwriters' acts or failure to act.

With respect to the conditions described in subparagraph (q) above, the Representative is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Representative to invoke its termination rights hereunder.

9. **Expenses.** Whether or not the Bonds are sold to the Underwriters (unless such sale shall be prevented at the Closing Time by the Underwriters' default), the Underwriters shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. The Issuer agrees to pay, but only upon the Closing Date, all expenses incident to the performance of its obligations hereunder, including but not limited to (a) the charges made by any rating agencies for the rating of the Bonds, (b) the cost of preparing, printing, reproducing, registering, safeguarding, transporting and authenticating the Bonds, (c) the fees and disbursements of Bond Counsel, and the Verification Agent to the Issuer, the Issuer's financial advisor, accountants and any other experts or consultants retained by the Issuer, (d) the expenses of the Issuer in connection with the issuance and sale of the Bonds, including all publications required by the Act, (e) the cost of printing or other reproduction and distribution of the documents in connection with the issuance of the Bonds, including the Issuer Documents, the Preliminary Official Statement and the Official Statement, (f) the fees and expenses incurred by the Paying Agent/Registrar and the Escrow Agent and their respective counsel, if any, (g) the fees and expenses of Underwriters' Counsel and the cost of qualifying the Bonds for sale in various states determined by the Issuer and the Underwriters and the cost of preparing or printing any blue sky or legal investment memoranda to be used in connection with the sale of the Bonds, and (h) expenses of the Underwriters approved by the Issuer, including any expenses incurred by the Underwriters on behalf of the Issuer's employees which are incidental to implementing the provisions of this Agreement, including, but not limited to, meals, transportation and lodging of those employees.

The Underwriters shall pay (from the expense component of the Underwriters' discount) all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by the Underwriters in connection with their public offering and distribution of the Bonds.

Whether or not the Bonds are sold to the Underwriters (unless such sale shall be prevented at the Closing Time by the Issuer's default), the Issuer shall be under no obligation to pay any expenses incident to the performance of the Underwriters' obligations hereunder except as

provided in clauses (g) and (h) of this Section 9 or otherwise included in the expense component of the Underwriters' discount.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. ***Indemnification.***

(a) The Issuer agrees to indemnify and hold harmless, subject to applicable State of Oklahoma law and to the extent permitted thereunder, the Underwriters and any partner, member, officer, director, employee or agent of the Underwriters and each person, if any, who controls an Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all losses, costs, claims, damages, liabilities and expenses whatsoever, including as a result of settlement or judgment which any of them may incur, become subject or suffer, and to reimburse each of them for any legal or other expenses (including, to the extent hereinafter provided, reasonable counsel fees and other costs of investigation) reasonably incurred by them in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions (together hereinafter referred to as a "Loss" or "Losses"), insofar as such Losses arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact (whether or not made with scienter) contained in the Official Statement (for the purposes of this Section 10(a), such statements mean all information other than the excepted information specified in Section 3(d) hereof) including any documents incorporated therein by reference, as amended or supplemented (if any amendments or supplements thereto, including documents incorporated by reference, shall have been furnished in accordance with the provisions of this Agreement), or the omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or (ii) a breach of any of the representations included in this Agreement. Provided, however, that the Issuer shall not be liable to the Underwriters for any such Losses (1) if the person asserting the Loss purchased Bonds from the Underwriters and if delivery to such person of the Official Statement, as then amended or supplemented would have been a valid defense to the action from which such Loss arose, and copies of an Official Statement, as then so amended or supplemented, were made available to the Underwriters and a copy was not delivered to such person by or on behalf of the Underwriters or (2) to the extent caused by the willful misconduct or bad faith of the person seeking indemnity.

The Underwriters severally and not jointly will indemnify and hold harmless the Issuer, each of its members, directors, officers, and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act, or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriters, but only with reference to written information relating to the Underwriters furnished by them specifically for inclusion in the Preliminary Official Statement or the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriters may otherwise have. The Issuer acknowledges that the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement constitute the only written information furnished by or on behalf of the Underwriters for inclusion in the Preliminary Official Statement and the Official Statement. The

liability of any Underwriter under this subsection (a) shall not exceed the amount of its pro rata compensation under this Agreement.

Each of the persons being indemnified pursuant to the first and second paragraphs of this Section 10(a) is herein referred to as an “indemnified party” and each of the persons giving such indemnification is herein referred to as an “indemnifying party.”

(b) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action and the indemnifying party shall assume the defense thereof, including the retaining of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment.

(c) If the indemnification provided for in Section 10(a) is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages, or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriters, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total proceeds of sale of the Bonds paid to the Issuer pursuant to Section 1 hereof (before deducting expenses) bear to the underwriting discount received by the Underwriters (the difference between the initial public offering price for the Bonds appearing on the inside cover page of the Official

Statement and the price to be paid therefor by the Underwriters as set forth therein under the caption “UNDERWRITING”). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriters and the parties’ relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (c). The amount paid or payable by any person as a result of the losses, claims, damages, or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, none of the Underwriters shall have an obligation under this subsection (c) to contribute an amount in excess of its pro rata compensation under this Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(d) The obligations under this Section 10 shall remain operative and in force and effect regardless of any investigation made by or on behalf of the Issuer or the Underwriters, and shall survive the issuance and the maturity of the Bonds and any termination of this Agreement.

11. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at the address first shown above, Attention: Finance Director, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to the Representative, _____.

12. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer’s representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

13. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

14. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

15. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such

circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

16. **Business Day.** For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

17. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

18. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

19. **No Personal Liability.** None of the members of the City Council of the Issuer, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

20. **Representative Capacity.** Any authority, right, discretion or other power conferred upon the Underwriters or the Representative under any provision of this Agreement may be exercised by the Representative, and the Issuer shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Underwriters.

21. **Entire Agreement.** This Agreement represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Bonds.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

as Representative

By: _____
Authorized Officer

APPROVED AND ACCEPTED on _____, 2021, at _____ a.m./p.m.
Central time as of the date hereof:

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

Attachment: Bond Purchase Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

SCHEDULE I

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SCHEDULE II
DESCRIPTION OF THE REFUNDED BONDS

General Obligation Bonds, Series 2011

Maturity <u>Date</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Redemption <u>Date</u>	Redemption <u>Price</u>
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Attachment: Bond Purchase Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

SCHEDULE III

\$ _____
CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

<u>Maturity</u> <u>(March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Yield</u>
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 (Interest to Accrue from Date of Delivery)

NOTE: Maturities for which the 10% test has not been met and for which the hold-the-offering-price rule applies is as follows: _____.

Redemption Provisions

Optional Redemption

The Bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption

The Bonds maturing on _____, 20__ and _____, 20__ are “Term Bonds” and are subject to Mandatory Sinking Fund Payments and redemption by lot, in such manner as shall be designated by the Paying Agent/Registrar, in principal increments of \$5,000, at a price of par plus accrued interest without premium, on each March 1 in the years and amounts as follows:

Term Bonds Due: _____, 20__
_____ <u>Payment Amounts</u>

 *Final Maturity

Term Bonds Due: _____, 20____
 _____ Payment Amounts

 *Final Maturity

If Term Bonds are purchased by the Issuer prior to the due date of any Mandatory Sinking Fund Payment, such Term Bonds so purchased may, at the option of the Issuer, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to such Term Bonds of the series and maturity otherwise to be redeemed, such credit to be equal to the principal amount of such purchased Term Bonds, provided that the Issuer shall have delivered to the Paying Agent/Registrar not less than sixty (60) days prior to such redemption date written notice stating its election to apply such Term Bonds as such a credit. In such case, the Paying Agent/Registrar shall reduce the amount of the Mandatory Sinking Fund Payment to be made on the Mandatory Sinking Fund Payment Date specified in such Issuer notice by the principal amount of such Term Bonds of the series and maturity so purchased. Any credit given to Mandatory Sinking Fund Payments shall not affect any other Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in the Resolution, unless and until another credit is given in accordance with the provisions of the Resolution.

EXHIBIT A

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of _____ (the “*Representative*”), on behalf of itself and underwriters listed in the Bond Purchase Agreement (together, the “*Syndicate*”), with respect to the General Obligation Refunding Bonds, Series 2021 (the “*Bonds*”) issued by City of Nichols Hills, Oklahoma (the “*Issuer*”) in the principal amount of \$ _____, hereby certifies, based on its records and information, as follows:

Other than the Bonds [identified in the Agreement]] [maturing in _____] (“*Hold-the-Price Maturities*”), the first price at which at least ten percent (“*Substantial Amount*”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “*Maturity*”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “*Public*”) is set forth in the final Official Statement relating to the Bonds].

On or before the first day on which the Bond Purchase Agreement is entered into (the “*Sale Date*”), the Syndicate offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the “*Initial Offering Prices*”), as listed in the final Official Statement relating to the Bonds.

As set forth in the Bond Purchase Agreement, the Representative represents that each member of the Syndicate agreed in writing to neither offer nor sell any of the unsold Bonds of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Syndicate sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Williams, Box, Forshee & Bullard, P.C., Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give

to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT B**RULE 15c2-12 CERTIFICATE**

The undersigned hereby certifies and represents to _____, as Representative of the Underwriters of the Bonds described below (the “Underwriters”), that he is a duly authorized officer of **CITY OF NICHOLS HILLS, OKLAHOMA** (the “Issuer”) and is authorized to execute and deliver this certificate and further certifies to the Underwriters as follows:

(1) This certificate is delivered to enable the Underwriters to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the \$_____ * City of Nichols Hills, Oklahoma General Obligation Refunding Bonds, Series 2021 (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof, setting forth information concerning the Bonds and the Issuer (the “Preliminary Official Statement”).

(3) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, final within the meaning of the Rule and is accurate and complete in all material respects as of this date.

(5) If, at any time prior to the earlier of (i) receipt of notice from the Underwriters that final official statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (ii) 90 days after the closing of the sale of the Bonds to the Underwriters, any event occurs as a result of which the information in the Official Statement as then amended or supplemented would no longer be true and correct or would no longer be the most recently available information, the Issuer shall promptly notify the Underwriters of such event and shall update such information so that it is the most recently available and provide such updated information to the Underwriters.

(6) The section of the Preliminary Official Statement entitled “CONTINUING DISCLOSURE AGREEMENT” and Appendix D – Form of Continuing Disclosure Agreement describes the agreement the Issuer expects to make for the benefit of the Bondholders by which the Issuer will undertake to provide ongoing disclosure in accordance with Section (b)(5) of the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of the ____ day of _____ 2021.

CITY OF NICHOLS HILLS, OKLAHOMA

By _____
Mayor

EXHIBIT C**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

_____, 2021

City of Nichols Hills, Oklahoma
Nichols Hills, Oklahoma

Citigroup Global Markets Inc.
as Representative of the Underwriters

\$ _____
City of Nichols Hills, Oklahoma
General Obligation Refunding Bonds, Series 2021

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by the City of Nichols Hills, Oklahoma (the “Issuer”) of the above-referenced bonds (the “Bonds”). _____, as Representative of the Underwriters named in the Bond Purchase Agreement, dated _____, 2021 (the “Bond Purchase Agreement”), by and between the Issuer and the Underwriters (the “Underwriters”), has agreed to purchase the Bonds from the Issuer in accordance with the terms of the Bond Purchase Agreement. This opinion is given pursuant to paragraph 7(j)(7) of the Bond Purchase Agreement as the supplemental opinion of Bond Counsel. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Purchase Agreement.

We have reviewed such documents, opinions and matters, and have made such investigation of law, as we have deemed relevant and necessary to render this supplemental opinion. As to questions of fact material to our opinion, we have relied upon representations of the Issuer and the certified proceedings and other certifications of public officials and other parties involved in the issuance of the Bonds furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, it is our opinion, as of the date hereof, that:

The Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery by the other parties thereto, is the valid, legal and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally from time to time in effect and subject to the exercise of judicial discretion in accordance with general principles of equity.

The statements and information contained in the Official Statement under the captions thereof entitled “THE SERIES 2021 REFUNDING BONDS” (except under the subcaptions

“Book-Entry-Only System” and “Sources and Uses of Funds”), “PROPERTY TAX LEVY AND COLLECTION PROCEDURES” (but only with respect to the first four paragraphs thereof), “LEGAL MATTERS,” “CONTINUING DISCLOSURE AGREEMENT” (except for compliance with any prior undertakings as described therein), “REGISTRATION AND QUALIFICATION OF SERIES 2021 REFUNDING BONDS FOR SALE” and in Appendices C, D and E, insofar as such material purports to describe the terms of the Bonds and to summarize certain provisions of the documents to which the Issuer is a party, are a fair and accurate description of the terms of the Bonds and fairly and accurately summarize such documents insofar as they relate to the Bonds. The statements and information contained in the Official Statement under the caption “TAX MATTERS – TAX EXEMPT SERIES 2021 REFUNDING BONDS” are correct as to matters of law. Based upon our participation in the preparation of said captions of the Preliminary Official Statement and the Official Statement as Bond Counsel and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the other statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to our attention that would lead us to believe that the statements contained in the Preliminary Official Statement, as of its date and the date of pricing of the Bonds, and in the Official Statement, as of its date and as of the Closing Date, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which the statements were made, not misleading (except we express no opinion or belief as to any financial or statistical data contained in the Preliminary Official Statement and the Official Statement or the appendices thereto). We have not been retained by the Issuer or by any other party to review any other matters contained in the Official Statement or to conduct any procedures relating thereto in connection with our role as Bond Counsel in connection with the issuance of the Bonds.

The Bonds constitute exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and it is not necessary in connection with the public offering and sale of the Bonds to register the Bonds under the Securities Act or to qualify the Resolution under the Trust Indenture Act.

The funds established under the Resolution have been duly and legally pledged and assigned to the Trustee under the Resolution as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Resolution is in adequate and proper form to create, and the Resolution validly and effectively creates, the mortgage, lien, pledge and grant of security interest that it purports to create and no additional instrument of conveyance, assignment or transfer is necessary to create such mortgage, lien, pledge and grant of security interest. No filing or recording of any document not filed or recorded is required as of this date to perfect or maintain the mortgage, lien, pledge and grant of security interest created by the Resolution.

In our capacity as Bond Counsel, we have rendered our opinion of even date herewith as to the validity and enforceability of the Bonds and certain documents to which the Issuer is a party and the status of interest on the Bonds under federal income tax law, among other matters. You are authorized to rely on such opinion as if it were expressly addressed to you.

This opinion may be relied upon only by the addressees hereof and any member of any selling group formed by the Underwriters and by other persons to whom written permission to rely hereon is granted by us.

For the purposes of this opinion, our services as Bond Counsel have not extended beyond the examination and expressions of the conclusions referred to above. The opinions expressed herein are based upon existing law as of the date hereof and we express no opinion herein as of any subsequent date.

EXHIBIT C**CERTIFICATE OF DETERMINATION**

REFLECTING MATURITIES AND RATES FOR
CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

The above captioned Bonds (the “Bonds”) are being issued in the aggregate principal amount of \$_____ for the purpose of refunding the bonds listed on Schedule “A” hereto, it being hereby determined that the specified maturities of the listed bond issues can be refunded for savings. The maturities and rates of interest of the Bonds are hereby established as set forth on Schedule “B” hereto.

- The original issue Bond premium is \$_____.
- The original issue Bond discount is \$0.00.
- The underwriter’s discount is \$_____ (_____%).
- The average interest rate (TIC) is _____%
- The Bonds are not subject to optional redemption.
- The present value savings generated by the refunding is equal to more than ____% of the principal amount of the refunded bonds.

[Remainder of Page Left Blank Intentionally]

Dated as of this ____ day of _____, 2021.

CITY OF NICHOLS HILLS, OKLAHOMA

(SEAL)

Mayor

Attachment: Bond Purchase Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

SCHEDULE "A"
GENERAL OBLIGATION BONDS OF 2011

Attachment: Bond Purchase Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

SCHEDULE "B"

**BOND MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS
PERTAINING TO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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**NEW ISSUE - QUALIFIED TAX-EXEMPT OBLIGATIONS
BOOK-ENTRY-ONLY**

Rating: S&P "AA+"

In the opinion of Bond Counsel, interest on the 2021 Refunding Bonds is excludable from the gross income of the payee thereof in the computation of Federal income tax under present law and interpretation thereof. In addition, such interest is not treated as a preference item in calculating alternative minimum taxable income imposed under the Internal Revenue Code of 1986 (the "Code"). Under the Code, however, interest on the 2021 Refunding Bonds is to be taken into account in the computation of certain taxes that may be imposed with respect to corporations, including, without limitation, the alternative minimum tax, the environmental tax and the foreign branch profits tax. Furthermore, an individual who owns the 2021 Refunding Bonds may be required under the Code to include in gross income a portion of his or her Social Security or railroad retirement payments. The 2021 Refunding Bonds have been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code. Interest on the 2021 Refunding Bonds is exempt from Oklahoma income tax. SEE "TAX EXEMPTION" HEREIN.

\$9,225,000

**CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**

Dated: Date of Delivery

Due: As shown on inside cover

The 2021 Refunding Bonds are being issued by the City of Nichols Hills, Oklahoma (the "City"). Interest on the 2021 Refunding Bonds will accrue from the dated date and is payable each January 1 and July 1, commencing July 1, 2021, as more fully described herein.

The 2021 Refunding Bonds will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") pursuant to its Book-Entry-Only System. Purchases of the 2021 Refunding Bonds will be made in book-entry form only, through brokers and dealers who are or who act through DTC participants. Purchases of the 2021 Refunding Bonds may be made in the denomination of \$5,000 or any integral multiple thereof. **Beneficial Owners of the 2021 Refunding Bonds will not receive physical delivery of Bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2021 Refunding Bonds.** So long as DTC or its nominee is the registered owner of the 2021 Refunding Bonds, the principal of and interest on the 2021 Refunding Bonds will be payable by BOKF, NA, Oklahoma City, Oklahoma, as Paying Agent/Registrar (the "Paying Agent/Registrar"), to DTC or its nominee. Disbursement of such payments to DTC Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners of the 2021 Refunding Bonds will be the responsibility of DTC Participants. No physical delivery of the 2021 Refunding Bonds will be made to the owners thereof. See "THE 2021 REFUNDING BONDS – Book-Entry-Only System" herein.

The 2021 Refunding Bonds are being issued to (i) refund \$8,970,000 of the City's outstanding general obligation bonds, as more particularly described herein, and (ii) pay costs of issuance relating to the 2021 Refunding Bonds. The 2021 Refunding Bonds constitute direct and general obligations of the City of Nichols Hills, Oklahoma, payable as to principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount on all taxable property within the City, excepting homestead and disabled veteran exemptions, as prescribed in Article X, Section 27 of the Constitution of the State of Oklahoma.

Maturity Schedule on Inside Cover

The 2021 Refunding Bonds are offered when, as and if issued and received by the original purchaser thereof, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality of the 2021 Refunding Bonds by Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, Bond Counsel, and the Attorney General of the State of Oklahoma. It is anticipated that the 2021 Refunding Bonds in definitive form will be available for delivery to DTC in New York, New York on or about May 27, 2021.

Financial Advisor



Official Statement dated _____, 2021.

\$9,225,000
CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

Dated: Date of Delivery

Due: July 1, as shown below

MATURITY SCHEDULE

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP Base 653794</u>
7-1-2021	\$ 145,000	%	%	
7-1-2022	2,335,000			
7-1-2023	1,920,000			
7-1-2024	1,685,000			
7-1-2025	1,255,000			
7-1-2026	1,030,000			
7-1-2027	645,000			
7-1-2028	310,000			

CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein provided by S&P Global Market Intelligence on behalf of the American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for services provided by CUSIP. CUSIP numbers have been assigned by an independent company not affiliated with the City or the Underwriter(s) and are included solely for the convenience of the registered and beneficial owners of the applicable 2021 Refunding Bonds. The City and the Underwriter(s) are not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2021 Refunding Bonds or as included herein.

The 2021 Refunding Bonds are offered only by means of this Official Statement. This Official Statement does not constitute an offering of any security other than the 2021 Refunding Bonds specifically offered hereby. It does not constitute an offer to sell or a solicitation of an offer to buy the 2021 Refunding Bonds in any state or jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale, and no dealer, broker, salesman or other person has been authorized to make such unlawful offer, solicitation or sale. In connection with the offering of the 2021 Refunding Bonds, no dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained herein and, if given or made, such other information or representations must not be relied upon.

The information contained in this Official Statement, including the cover page and exhibits hereto, has been obtained from public officials, official records and from other sources which are deemed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information and nothing contained in this Official Statement is or shall be relied upon as a promise or representation by the Financial Advisor. The delivery of this Official Statement does not at any time imply that information contained herein is correct as of any time subsequent to its date.

Any statements contained in this Official Statement involving matters of opinion, estimations or projections, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement shall not be construed as a contract or agreement between The City of Nichols Hills, Oklahoma ("City" or "Issuer") and the purchasers or holders of any of the 2021 Refunding Bonds.

For purposes of compliance with Rule 15c2-12(b)(1) of the United States Securities and Exchange Commission, as amended, and in effect on the date hereof, this Preliminary Official Statement constitutes an "Official Statement" of the Issuer with respect to the 2021 Refunding Bonds that has been deemed final as of the date hereof except for the omission of no more than the information permitted by Rule 15c2-12 and it is subject to revision, amendment and completion as a Final Official Statement.

FINANCING PARTICIPANTS

CITY OF NICHOLS HILLS, OKLAHOMA

City Council

Sody ClementsMayor
 E. Peter Hoffman, Jr..... Vice Mayor
 Steven GoetzingerCouncilmember

Administration

Shane Pate City Manager
 Amanda Copeland..... Finance Director
 John Michael Williams City Attorney

BOND COUNSEL

Williams, Box, Forshee & Bullard, P.C.
 Oklahoma City, Oklahoma

FINANCIAL ADVISOR

BOK Financial Securities, Inc.
 Oklahoma City, Oklahoma

PAYING AGENT/REGISTRAR

BOKE, NA
 Oklahoma City, Oklahoma

TRUSTEE

BOKE, NA
 Oklahoma City, Oklahoma

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SUMMARY STATEMENT

The information contained on these pages is introductory only and is subject in all respects to the complete information in the Official Statement, including the Exhibits attached hereto.

ISSUER:	City of Nichols Hills, Oklahoma (the “City”).
DESCRIPTION:	\$9,225,000 City of Nichols Hills, Oklahoma General Obligation Refunding Bonds, Series 2021, dated the date of delivery (the “2021 Refunding Bonds”).
AUTHORITY:	The 2021 Refunding Bonds are being issued pursuant to the authority of Article X, Section 27, of the Oklahoma Constitution and Oklahoma Statutes supplementary and amendatory thereto.
USE OF PROCEEDS:	The proceeds of the 2021 Refunding Bonds will be used for the purpose of refunding certain of the City’s outstanding General Obligation Bonds, as set forth in Exhibit A to this Official Statement.
SECURITY:	The 2021 Refunding Bonds are, in the opinion of counsel, a general obligation of the City and will be payable from ad valorem taxes which may be levied WITHOUT LIMITATION AS TO RATE OR AMOUNT on all taxable property within the boundaries of the City, excepting homestead and disabled veteran exemptions.
INTEREST PAYMENTS:	Interest on the 2021 Refunding Bonds will be payable beginning July 1, 2021, and semi-annually on each January 1 and July 1 thereafter.
BOOK-ENTRY ONLY:	The Bonds will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York pursuant to its Book-Entry Only System.
DENOMINATIONS:	\$5,000 or any integral multiple thereof.
REDEMPTION:	The 2021 Refunding Bonds are not subject to redemption prior to maturity.
TAX MATTERS:	The 2021 Refunding Bonds have been designated by the City as “Qualified Tax-Exempt Obligations,” as that term is defined in the Code.
LEGALITY:	Issuance of the 2021 Refunding Bonds is subject to the approval of the Attorney General of the State of Oklahoma, and Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, Bond Counsel.
RATING:	S&P Global Ratings “AA+”

OFFICIAL STATEMENT

\$9,225,000

CITY OF NICHOLS HILLS, OKLAHOMA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

INTRODUCTION

This Official Statement, including the cover page and the exhibits, is furnished in connection with the offering by the City of Nichols Hills, Oklahoma (the “City”) of its General Obligation Refunding Bonds, Series 2021 (the “2021 Refunding Bonds”), dated the date of delivery. The 2021 Refunding Bonds were approved by the City Council on April 13, 2021. See “AUTHORITY AND SECURITY FOR THE 2021 REFUNDING BONDS” below. The 2021 Refunding Bonds will be a direct and general obligation of the City, and the full faith and credit of the City will be pledged to the payment thereof. All references to and summaries of certain provisions of the Constitution of the State of Oklahoma, the laws of the State of Oklahoma and any other documents referred to herein do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof.

AUTHORITY AND SECURITY FOR THE SERIES 2021 REFUNDING BONDS

The 2021 Refunding Bonds are authorized to be issued pursuant to Title 62 Oklahoma Statutes 2011, Sections 751 *et seq.*, and a resolution of the City Council of the City of Nichols Hills dated as of April 13, 2021, and the provisions contained in Article X Section 27 of the Oklahoma Constitution, and the Statutes of the State of Oklahoma supplementary and amendatory thereto.

In the opinion of Bond Counsel, the 2021 Refunding Bonds will be a general obligation of the City and will be payable from ad valorem taxes which may be levied WITHOUT LIMITATION AS TO RATE OR AMOUNT on all taxable property within the City excepting homestead and disabled veteran exemptions, to pay the principal of and interest on the 2021 Refunding Bonds when due.

Political subdivisions of the State of Oklahoma must have authorization from the voters of such political subdivision in order to become indebted for either a period of time beyond the end of the fiscal year or for an amount in excess of the income and revenue provided for such year.

THE SERIES 2021 REFUNDING BONDS

Description

The 2021 Refunding Bonds are dated the date of delivery, are fully registered bonds, and are in denominations of \$5,000 or any integral multiple thereof. Interest on the 2021 Refunding Bonds will accrue from the dated date and is payable January 1 and July 1 of each year commencing July 1, 2021 (the “Interest Payment Dates”), and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. It is anticipated that the 2021 Refunding Bonds will be available for delivery on or about May 27, 2021.

The principal of the 2021 Refunding Bonds is payable, when due, at the at the corporate trust office of the Paying Agent/Registrar. Interest on the 2021 Refunding Bonds will be paid on the Interest Payment Dates by check mailed to the registered owner thereof at the address shown on the registration books maintained by the Paying Agent/Registrar at the close of business on the Record Date. The Record Date is the 15th day preceding each Interest Payment Date for the 2021 Refunding Bonds.

Book-Entry-Only System

The 2021 Refunding Bonds will initially be available in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. Beneficial Owners will not receive certificates representing their interests in the 2021 Refunding Bonds purchased.

The information in this section concerning The Depository Trust Company (“DTC”) and DTC’s book-entry-only system has been obtained from DTC, and the City and the Underwriter(s) take no responsibility for the accuracy hereof.

DTC will act as securities depository for the 2021 Refunding Bonds. The 2021 Refunding Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2021 Refunding Bond certificate will be issued for each maturity of the 2021 Refunding Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC at the office of the Paying Agent/Registrar on behalf of DTC utilizing the DTC FAST system of registration.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). Direct Participants and Indirect Participants are sometimes collectively referred to herein as “Participants” or “DTC Participants”. DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the United States Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2021 Refunding Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021 Refunding Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2021 Refunding Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2021 Refunding Bonds, except in the event that use of the book-entry system for the 2021 Refunding Bonds is discontinued.

To facilitate subsequent transfers, all 2021 Refunding Bonds deposited by Direct Participants with DTC (or the Paying Agent/Registrar on behalf of DTC utilizing the DTC FAST system of registration) are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2021 Refunding Bonds with DTC (or the Paying Agent/Registrar on behalf of DTC utilizing the DTC FAST system of registration) and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021 Refunding Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021 Refunding Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2021 Refunding Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2021 Refunding Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the 2021 Refunding Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC (nor its nominee), the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as depository with respect to the 2021 Refunding Bonds at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, 2021 Refunding Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2021 Refunding Bond certificates will be printed and delivered to DTC.

The City, Bond Counsel, the Paying Agent/Registrar, and the Underwriter(s) cannot and do not give any assurances that the DTC Participants will distribute to the Beneficial Owners of the 2021 Refunding Bonds: (i) payments of principal of or interest on the 2021 Refunding Bonds; (ii) certificates representing an ownership interest or other confirmation of Beneficial Ownership interests in the 2021 Refunding Bonds; or (iii) redemption or other notices sent to DTC or its nominee, as the Registered Owners

of the 2021 Refunding Bonds; or that they will do so on a timely basis or that DTC or its participants will serve and act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

None of the City, Bond Counsel, the Paying Agent/Registrar, or the Underwriter(s) will have any responsibility or obligation to such DTC Participants (Direct or Indirect) or the persons for whom they act as nominees with respect to: (i) the 2021 Refunding Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by any DTC Participant of any amount due to any Beneficial Owner in respect of the principal amount of or interest on the 2021 Refunding Bonds; (iv) the delivery by any DTC Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Registered Owners; (v) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the 2021 Refunding Bonds; or (vi) any consent given or other action taken by DTC as Registered Owner.

In reading this Official Statement, it should be understood that while the 2021 Refunding Bonds are in the Book Entry system, references in other sections of this Official Statement to Registered Owner should be read to include the Beneficial Owners of the 2021 Refunding Bonds, but: (i) all rights of ownership must be exercised through DTC and the Book Entry system; and (ii) notices that are to be given to Registered Owners by the City or the Paying Agent/Registrar will be given only to DTC.

Redemption Provisions

The 2021 Refunding Bonds are not subject to redemption prior to maturity.

Payment Record

The City has never defaulted in the payment of principal and interest on its bonds.

PURPOSE OF THE BOND ISSUE

Proceeds of the 2021 Refunding Bonds will be used to (i) refund portions of certain of the City’s previously issued outstanding general obligation bonds, which portions mature on or after July 1, 2022, and are now subject to redemption or will be subject to redemption on July 1, 2021, and (ii) pay costs of issuance relating to the 2021 Refunding Bonds. The 2021 Refunding Bonds are being issued for the purpose of reducing the interest cost payable by the City, thereby providing savings to the taxpayers of the City.

The Prior Bonds Being Refunded

The City’s \$2,800,000 General Obligation Bonds, Series 2009 (the “2009 Bonds”) were issued on June 19, 2009, consisting of serial bonds maturing July 1, 2011-2022, inclusive. Currently, \$500,000 in aggregate principal amount of the 2009 Bonds is outstanding, of which \$270,000 (the “2009 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption.

The City’s \$2,400,000 General Obligation Bonds, Series 2010 (the “2010 Bonds”) were issued on May 25, 2010, consisting of serial bonds maturing July 1, 2012-2023, inclusive. Currently, \$600,000 in aggregate principal amount of the 2010 Bonds is outstanding, of which \$400,000 (the “2010 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption.

The City’s \$5,400,000 General Obligation Bonds, Series 2011 (the “2011 Bonds”) were issued on January 5, 2011, consisting of serial bonds maturing August 1, 2013-2024, inclusive. Currently, \$1,800,000

in aggregate principal amount of the 2011 Bonds is outstanding, of which \$1,350,000 (the “2011 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption.

The City’s \$2,500,000 General Obligation Bonds, Series 2012 (the “2012 Bonds”) were issued on May 24, 2012, consisting of serial bonds maturing July 1, 2014-2025, inclusive. Currently, \$1,065,000 in aggregate principal amount of the 2012 Bonds is outstanding, of which \$860,000 (the “2012 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption.

The City’s \$4,000,000 General Obligation Bonds, Series 2013 (the “2013 Bonds”) were issued on May 23, 2013, consisting of serial bonds maturing July 1, 2015-2026, inclusive. Currently, \$2,020,000 in aggregate principal amount of the 2013 Bonds is outstanding, of which \$1,690,000 (the “2013 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption.

The City’s \$3,900,000 General Obligation Bonds, Series 2014 (the “2014 Bonds”) were issued on May 23, 2014, consisting of serial bonds maturing July 1, 2016-2027, inclusive. Currently, \$2,275,000 in aggregate principal amount of the 2014 Bonds is outstanding, of which \$1,950,000 (the “2014 Refunded Portion”) will mature on or after July 1, 2022, and which is now subject to redemption.

The City’s \$4,200,000 General Obligation Bonds, Series 2015 (the “2015 Bonds”) were issued on May 29, 2015, consisting of serial bonds maturing July 1, 2017-2028, inclusive. Currently, \$2,800,000 in aggregate principal amount of the 2015 Bonds is outstanding, of which \$2,450,000 (the “2015 Refunded Portion”) will mature on or after July 1, 2022, and which is subject to redemption on July 1, 2021.

The \$6,520,000 in aggregate principal amount of the 2009 Refunded Portion, the 2010 Refunded Portion, the 2011 Refunded Portion, the 2012 Refunded Portion, the 2013 Refunded Portion and the 2014 Refunded Portion will be defeased upon delivery of the 2021 Refunding Bonds. The \$2,450,000 in aggregate principal amount of the 2015 Refunded Portion will be defeased on July 1, 2021.

The 2009 Refunded Portion, the 2010 Refunded Portion, the 2011 Refunded Portion, the 2012 Refunded Portion, the 2013 Refunded Portion, the 2014 Refunded Portion and the 2015 Refunded Portion (together, the “Prior Bonds Being Refunded”) are more particularly described in Exhibit A hereto.

In order to effect the refunding of the Prior Bonds Being Refunded, the City intends to deposit with BOKF, NA, Oklahoma City, Oklahoma (the “Trustee”), monies which, together with any other available funds and earnings thereon, will be sufficient to pay the redemption price of and the interest on the Prior Bonds Being Refunded on the date fixed for their redemption. The amounts so deposited with the Trustee will be available only for the payment of the Prior Bonds Being Refunded and will not be available for the payment of the 2021 Refunding Bonds. After the deposit of such amounts, the City will be discharged from all payment obligations with respect to the Prior Bonds Being Refunded.

TAX LEVY AND COLLECTION PROCEDURES

Oklahoma statutes require that the City each year make an ad valorem tax levy for a Sinking Fund which shall, with cash and investments in the fund, be sufficient to pay all the bonded indebtedness, interest and one-third of all outstanding judgments coming due in the following year.

After review and approval by the City Council, copies of the Sinking Fund Estimates are submitted to the County Excise Board to determine the ad valorem tax levy appropriations. This submission is required to be made by July 20 of each year. The estimates are for the purposes of determining ad valorem taxes required to fund general operations and the Sinking Fund. The amounts contained in the estimate of needs are verified by the County Excise Board and, upon verification, the levies contained therein are ordered to

be certified to the County Assessor in order that the County Assessor may extend said levies upon the tax rolls for the year for which the estimate of needs is being submitted. The County Excise Board further certifies that the appropriations contained in the estimate of needs and the mill rate levies are within the limitations provided by law. While the County Excise Board may make recommendations with respect to the levy request, it only has the authority to change the reserve for delinquent taxes.

Cities and counties in Oklahoma are limited to a total of ten (10) mills from ad valorem taxes for operating purposes between them. Traditionally, the Oklahoma County Excise Board has not approved any millage for the City for operating purposes since the ten (10) mills have gone to Oklahoma County for its operating fund. For purposes of the general obligation bond debt service, however, there is no limitation as to the mill levy for debt issued under Section 27, Article X of the Oklahoma Constitution (Section 35, which provides for development of industrial facilities, does provide for an annual five (5) mill levy limitation). State Statutes make it mandatory for any unit of local government to annually provide for a tax sufficient to pay the principal and interest as they become due on any outstanding debt. If the proper officer whose duty it is to annually provide the necessary tax for debt service fails to do so it becomes the duty of the County Clerk, who serves as Secretary of the County Excise Board, to do so. Failure by either the particular unit of government or the County Clerk to levy the necessary taxes for debt service makes it the duty of the State Auditor to certify the proper amount to the County Treasurer who is then required to make the necessary levy.

The County Assessor is required to file a tax roll report on or before October 1 of each year with the County Treasurer indicating the net assessed valuation for each municipality within the County. This report includes the assessed valuation for all real, personal and public service property (public service property assessed valuations are determined by the Oklahoma Tax Commission). The County Treasurer must begin collecting taxes by November 1.

Under Title 68, Oklahoma Statutes 2011, §§ 3101 et seq., taxes upon real property are a lien for seven (7) years from the date upon which such tax became due and payable. Further, if the taxes remain unpaid for a period of three (3) years or more as of the date such taxes first became due and payable, such property will be sold at public auction unless the delinquent taxes, interest and penalty are paid in full prior to the time of the tax sale.

In most cases, the deadline for paying property taxes is December 31. The “split payment” option allows a taxpayer to pay half of the taxes by December 31 and the remainder before April 1 without any penalty. Otherwise, taxes that are unpaid on January 1 are delinquent, and penalty and interest charges are added to the original amount.

Each taxing jurisdiction holds a tax lien on each item of taxable property. This tax lien gives the County the power to foreclose on the lien and attach the property, even if its ownership has changed. The property will then be auctioned, and the proceeds used to pay the taxes.

CITY OF NICHOLS HILLS, OKLAHOMA

The City, founded by its namesake, Dr. G. A. Nichols, was incorporated in 1929. The approximately two and one-half square miles of rolling hills, numerous trees and wide gently curving streets has developed into one of the most unique residential communities in Oklahoma today. The City is almost entirely residential with few office complexes and one shopping center. The City is located wholly within the Oklahoma City School District. The City of Oklahoma City and the City of The Village surround the City on all sides.

The 2019 estimated population of the City was 3,938 according to the U.S. Census Bureau. The 2020 estimated population of the City has not yet been published by the U.S. Census Bureau.

City Government

The City is a separate and independent municipality which has operated under the Council-Manager form of government since 1959. The present City Charter was adopted April 7, 1959. The elected officers consist of three City Council members who represent the three wards of the City and are elected at large for three-year terms. The Mayor is elected from among the council members to serve a one-year term. The City Council appoints the City Manager by a majority vote. The City Manager is the administrative head of the municipal government and responsible only to the City Council. The present elected officers and administrators of the City are:

Sody Clements	Ward 1
E. Peter Hoffman, Jr.	Ward 2
Steven Goetzinger	Ward 3

Municipal departments and/or services of the City include the following:

- A. General Government consists of the City Manager, an Administrative Assistant and clerical staff.
- B. The Police Department consists of a chief of police, an assistant chief of police and police personnel and staff. The police station is located at Town Hall.
- C. The Fire Department consists of a chief, an assistant chief, firemen and staff. The fire station is located at Town Hall.
- D. The Municipal Court consists of the municipal judge who is appointed by the City Council for an indefinite term and a court clerk appointed by the City Manager.
- E. The Public Works Department is supervised by a director and a deputy director. This department is divided into three divisions:
 1. The Utility Division which supervises the water and sewer systems.
 2. The Sanitation Division which is responsible for garbage pick-up.
 3. The Parks Division which is responsible for the City's numerous parks.

The school system for public education in the City is not operated by the City but is operated by the Oklahoma City Public Schools, Independent School District No. 89 of Oklahoma County.

The uniformed fire personnel are represented by the International Association of Firefighters. The uniformed police and the other city employees are not represented by unions.

Utility Services

Water and Sanitary Sewer. The City's water and sanitary sewer collection system are municipally owned. The source of water is from water wells, which are operated by the City and/or the Nichols Hills Municipal Authority.

Natural Gas. Oklahoma Natural Gas, a division of ONEOK, Inc., supplies natural gas to the City.

Electric. Oklahoma Gas & Electric Company (“OG&E”) supplies electric power to the City.

FINANCIAL INFORMATION

Computation of Outstanding General Obligation Indebtedness

2020 Net Assessed Valuation ⁽¹⁾	\$163,658,717
General Obligation Bonds Outstanding at March 11, 2021	\$39,330,000
Less Debt Service Fund Balance at March 11, 2021 ⁽²⁾	<u>(4,798,055)</u>
Net General Obligation Bonds Outstanding	\$34,531,945
Ratio of Net G.O Indebtedness to Net Assessed Valuation	21.10%

(1) Source: Oklahoma County Assessor.

(2) Source: The City of Nichols Hills.

Direct Indebtedness

The City has gross outstanding general obligation bonded indebtedness of \$39,330,000 (which includes the Prior Bonds Being Refunded), as detailed below:

City of Nichols Hills General Obligation Indebtedness (000s)

	2009	2010	2011	2012	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
	G.O.	G.O.	G.O.	G.O.	Rfdg	G.O.	G.O.	G.O.	G.O.	G.O.	G.O.	G.O.	G.O.	G.O.	
Mat.	(July 1)	(July 1)	(Aug. 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	(July 1)	Total
2021	\$ 230	\$ 200	\$ 450	\$ 205	\$ 270	\$ 330	\$ 325	\$ 350	\$ 350	\$ 350	\$ 250	\$ 250			\$ 3,560
2022	270	200	450	205	--	330	325	350	350	350	250	250	\$ 650		3,980
2023	--	200	450	205	--	330	325	350	350	350	250	250	650	\$ 650	4,360
2024	--	--	450	205	--	330	325	350	350	350	250	250	650	650	4,160
2025	--	--	--	245	--	330	325	350	350	350	250	250	650	650	3,750
2026	--	--	--	--	--	370	325	350	350	350	250	250	650	650	3,545
2027	--	--	--	--	--	--	325	350	350	350	250	250	650	650	3,175
2028	--	--	--	--	--	--	--	350	350	350	250	250	650	650	2,850
2029	--	--	--	--	--	--	--	--	350	350	250	250	650	650	2,500
2030	--	--	--	--	--	--	--	--	--	350	250	250	650	650	2,150
2031	--	--	--	--	--	--	--	--	--	--	250	250	650	650	1,800
2032	--	--	--	--	--	--	--	--	--	--	--	250	650	650	1,550
2033	--	--	--	--	--	--	--	--	--	--	--	--	650	650	1,300
2034	--	--	--	--	--	--	--	--	--	--	--	--	--	650	650
TOTAL	\$ 500	\$ 600	\$ 1,800	\$ 1,065	\$ 270	\$ 2,020	\$ 2,275	\$ 2,800	\$ 3,150	\$ 3,500	\$ 2,750	\$ 3,000	\$ 7,800	\$ 7,800	\$ 39,330

Direct and Overlapping Debt

	<u>The City of Nichols Hills</u>	<u>Oklahoma City Public Schools</u>	<u>Metro Tech Vo-Tech</u>	<u>Oklahoma County</u>	<u>Total</u>
Net Indebtedness	\$34,531,945	\$130,129,695 ⁽¹⁾	\$72,086,414 ⁽¹⁾	\$15,691,307 ⁽¹⁾	\$252,439,361
Net Direct or Overlapping Indebtedness	\$34,531,945	\$8,972,644	\$4,836,131	\$322,210	\$48,662,930
Ratio of Net Direct or Overlapping Indebtedness to the City's 2020 Net Assessed Valuation ⁽²⁾	21.10%	5.48%	2.96%	0.20%	29.74%
Per Capita Net Direct and Overlapping Indebtedness ⁽³⁾	\$8,769	\$2,278	\$1,228	\$82	\$12,357

(1) Source: *Oklahoma Financial Survey and Municipal Bond Ratings 2021 Edition* compiled by The Municipal Rating Committee of Oklahoma, Inc.; figures shown reflect bonded debt as of June 30, 2020, net of sinking fund balances and excluding judgments.

(2) The 2020 Net Assessed Valuation for each entity above is as follows: City of Nichols Hills \$163,658,717; Oklahoma City Public Schools \$2,373,532,189; Metro Tech Vo-Tech District \$2,439,464,727; and, Oklahoma County \$7,970,017,633. Source: Oklahoma County Assessor.

(3) The 2019 estimated population of the City was 3,938 according to the U.S. Census Bureau. The 2020 estimated population of the City has not yet been published by the U.S. Census Bureau.

Direct Indebtedness at June 30, 2020

The City had gross outstanding general obligation indebtedness of \$27,710,000 at June 30, 2020. As of June 30, 2020, the combined outstanding general obligation indebtedness matures as follows:

<u>Fiscal Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 3,560,000	\$ 993,689	\$ 4,553,689
2022	3,980,000	794,011	4,774,011
2023	3,710,000	676,074	4,386,074
2024	3,510,000	571,048	4,081,048
2025	3,550,000	465,223	4,015,223
2026-2030	10,970,000	1,102,626	12,072,626
2031-2035	2,700,000	109,873	2,809,873
TOTALS	\$ 31,980,000	\$ 4,712,544	\$ 36,692,544

Source: *City of Nichols Hills, Oklahoma Comprehensive Annual Financial Report and Accompanying Independent Auditor's Reports for the Fiscal Year Ended June 30, 2020* (page 41).

Overlapping Indebtedness*

The Oklahoma City School District, wherein 100% of the Net Assessed Valuation of the City is situated, had net outstanding general obligation indebtedness of \$130,129,695 at June 30, 2020, consisting

of gross outstanding general obligation indebtedness of \$187,075,000 less sinking fund of \$56,945,305. The 2020 Net Assessed Valuation of the Oklahoma City School District, excluding Tax Increment Financing districts, is \$2,373,532,189.

Metro Tech Vo-Tech District #22, wherein 100% of the Net Assessed Valuation of the City is situated, had net outstanding general obligation indebtedness of \$72,086,414 at June 30, 2020, consisting of gross outstanding general obligation indebtedness of \$80,000,000 less sinking fund of \$7,913,586. The 2020 Net Assessed Valuation of the Metro Tech Vo-Tech District #22, excluding Tax Increment Financing districts, is \$2,439,464,727.

Oklahoma County, wherein 100% of the Net Assessed Valuation of the City is situated, had net outstanding general obligation indebtedness of \$15,691,307 at June 30, 2020, consisting of gross outstanding general obligation indebtedness of \$21,880,000 less sinking fund of \$6,188,693. The 2020 Net Assessed Valuation of Oklahoma County, excluding Tax Increment Financing districts, is \$7,970,017,633.

*Sources: General obligation indebtedness figures are published in the *Oklahoma Financial Survey and Municipal Bond Ratings 2021 Edition*, compiled by The Municipal Rating Committee of Oklahoma, Inc., and exclude judgments.

Net Assessed Valuation figures are published by the Oklahoma County Assessor.

Net Assessed Valuation of the City

Historical Composition Breakdown

<u>Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Public Service Property</u>	<u>Gross Assessed Valuation</u>	<u>Homestead Exemption</u>	<u>Disabled Veteran Exemption</u>	<u>Net Assessed Valuation</u>
2020	\$161,356,877	\$2,762,073	\$ 856,267	\$164,975,217	\$ 969,000	\$347,500	\$163,658,717
2019	158,117,873	2,237,518	801,287	161,156,678	981,000	316,147	159,859,531
2018	149,757,271	2,096,104	826,084	152,679,459	1,003,000	222,127	151,454,332
2017	145,046,585	1,891,037	779,411	147,717,033	1,038,000	219,021	146,460,012
2016	138,741,187	1,756,754	1,097,508	141,595,449	1,031,000	213,505	140,350,944
2015	131,851,749	1,670,395	1,150,601	134,672,745	1,034,000	202,975	133,435,770
2014	124,654,042	1,689,260	1,135,752	127,479,054	1,042,000	197,927	126,239,127
2013	118,937,793	1,655,979	1,212,225	121,805,997	1,072,000	340,217	120,393,780
2012	114,218,989	1,754,755	1,228,414	117,202,158	1,087,000	305,074	115,810,084
2011	111,131,220	2,007,817	1,317,677	114,456,714	1,099,000	282,569	113,075,145

Source: Oklahoma County Assessor.

The Growth

Year	Gross Assessed Valuation		Homestead Exemption		Net Assessed Valuation	
	Amount*	Change	Amount*	Change	Amount*	Change
2020	\$ 164,975,217	2.37%	\$ 969,000	-1.22%	\$ 163,658,717	2.38%
2019	161,156,678	5.55%	981,000	-2.19%	159,859,531	5.55%
2018	152,679,459	3.36%	1,003,000	-3.37%	151,454,332	3.41%
2017	147,717,033	4.32%	1,038,000	0.68%	146,460,012	4.35%
2016	141,595,449	5.14%	1,031,000	-0.29%	140,350,944	5.18%
2015	134,672,745	5.64%	1,034,000	-0.77%	133,435,770	5.70%
2014	127,479,054	4.66%	1,042,000	-2.80%	126,239,127	4.86%
2013	121,805,997	3.93%	1,072,000	-1.38%	120,393,780	3.96%
2012	117,202,158	2.40%	1,087,000	-1.09%	115,810,084	2.42%
2011	114,456,714	2.63%	1,099,000	-0.18%	113,075,145	2.65%

*Source: Oklahoma County Assessor.

Major Property Taxpayers

City of Nichols Hills Ten Principal Taxpayers*		2020 Assessed Value	Percentage of City's 2020 Net Assessed Value
	Description		
Oklahoma City Golf & Country Club	Golf course	\$ 1,649,107	1.01%
OKC NHP LLC	Shopping center	1,111,630	0.68%
Crutchmer Clyde V TRS	Resident (2 properties)	509,630	0.31%
1612 West Wilshire LLC	Resident	503,635	0.31%
Cumberland Drive LLC	Multiple residential lots	498,087	0.30%
TG NHOB LLC	Office building	495,000	0.30%
Albers Leigh Ann TRS	Resident	475,255	0.29%
Mills Robert L & Margaret S TRS	Resident	474,392	0.29%
JLJ Properties LLC	Resident (2 properties)	458,474	0.28%
Arnall Sue Ann TRS	Resident	448,270	0.27%
		<u>\$ 6,623,480</u>	<u>4.05%</u>
City of Nichols Hills 2020 Net Assessed Value		\$ 163,658,717	100.00%

Source: Oklahoma County Assessor.

* Companies listed are single parcel accounts with their real and personal values combined, except for public service companies. It is possible that a taxpayer might be excluded from this ranking, such as a company that owns several smaller parcels which if combined might be larger than those listed above.

Sinking Fund Tax Collections

Fiscal Year	Total Tax Levy	Current Tax Collections	Delinquent Tax Collections	Total Tax Collections	% of Total Collected to Total Levy
2020	\$ 4,491,426	\$ 4,357,425	\$ 114,289	\$ 4,471,714	99.56%
2019	4,500,433	4,422,859	104,903	4,527,762	100.61%
2018	3,963,102	3,857,037	117,138	3,974,175	100.28%
2017	4,089,261	3,969,958	122,754	4,092,712	100.08%
2016	3,786,396	3,647,898	124,642	3,772,540	99.63%
2015	3,316,335	3,205,328	--	3,205,328	96.65%
2014	2,853,369	2,766,386	57,200	2,823,586	98.96%
2013	3,021,644	2,925,990	77,044	3,003,034	99.38%
2012	3,321,020	3,251,542	67,690	3,319,232	99.95%
2011	2,923,866	2,827,500	21,662	2,849,162	97.45%

Source: *City of Nichols Hills, Oklahoma Comprehensive Annual Financial Report and Accompanying Independent Auditor's Report for the Fiscal Year Ended June 30, 2020* (Table 9).

Trend of Tax Rates for Major Taxing Units ^{(1), (2)}

Year	City of Nichols	Oklahoma City Public Schools	Metro Tech Vo-Tech #22	Oklahoma County	Total Levy
2020	29.11	59.44	21.03	23.38	132.96
2019	28.10	58.73	21.37	23.49	131.69
2018	29.71	58.84	15.45	23.64	127.64
2017	27.06	59.36	15.45	23.28	125.15
2016	29.14	59.36	15.45	23.81	127.76
2015	28.38	59.71	15.45	23.72	127.26
2014	26.27	59.36	15.45	23.58	124.66
2013	23.70	60.39	15.45	23.87	123.41
2012	26.09	59.29	15.45	23.97	124.80
2011	29.37	62.09	15.45	24.06	130.97

(1) Tax levy per \$1,000 of Net Assessed Valuation.

(2) Source: Oklahoma County Assessor.

City of Nichols Hills Population

The 2019 estimated population of the City was 3,938 according to the U.S. Census Bureau. The 2020 estimated population of the City has not yet been published by the U.S. Census Bureau. Select historical Census counts for the City are as follows:

2010 – Historical	3,710
2000 – Historical	4,056
1990 – Historical	4,020
1980 – Historical	4,153

Source: U.S. Census Bureau.

AUDITOR'S REPORT AND FINANCIAL STATEMENTS

The audited financial statements of the City for the year ended June 30, 2020 reported on by Finley & Cook, PLLC, Certified Public Accountants, are set forth as Exhibit B to this Official Statement.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing statutes, regulations, published rulings and court decisions, interest on the 2021 Refunding Bonds is excludable from the gross income of the owners of the 2021 Refunding Bonds for Federal income tax purposes. Interest on the 2021 Refunding Bonds is exempt from Oklahoma income taxes. In expressing their opinion that interest on the 2021 Refunding Bonds is excludable from the gross income of the owners of the 2021 Refunding Bonds, Bond Counsel will rely on the City's Non-Arbitrage and Use of Proceeds Certificate and will assume compliance by the City with certain covenants of the City with respect to the use and investment of the proceeds of the 2021 Refunding Bonds. Failure by the City to comply with these covenants may cause the interest on the 2021 Refunding Bonds to become includable in gross income retroactively to the date of issuance of the 2021 Refunding Bonds. Except as stated above with respect to the exclusion of the interest on the 2021 Refunding Bonds from gross income, and except as set out in its opinion, Bond Counsel expresses no opinion as to any other Federal income tax consequences of acquiring, carrying, owning or disposing of the 2021 Refunding Bonds.

The law upon which Bond Counsel has based their opinion is subject to change by the Congress and Department of the Treasury and to subsequent judicial and administrative interpretation. There can be no assurance that such law or the interpretation thereof will not be changed in a manner, which would adversely affect the tax treatment of ownership of the 2021 Refunding Bonds.

A portion of the interest on the 2021 Refunding Bonds will be includable in adjusted earnings and profits to calculate alternative minimum tax imposed on corporations by Section 55 of the Internal Revenue Code of 1986, as amended (the "Code"), and for purposes of the environmental tax imposed on corporations by Section 59A of the Code. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively connected earnings and profits including tax-exempt interest such as interest on the 2021 Refunding Bonds. Furthermore, in the case of a Subchapter S Corporation, interest on the 2021 Refunding Bonds is treated as passive investment income which is subject to the tax imposed by Section 1375 of the Code.

The Code includes as an individual and corporate alternative minimum tax preference item the interest on certain "private activity bonds" issued after August 7, 1986. The 2021 Refunding Bonds are not "private activity bonds" and the interest on the 2021 Refunding Bonds is not an individual or corporate alternative minimum tax preference item under Section 57(a)(5) of the Code.

Prospective purchasers of the 2021 Refunding Bonds should be aware that the ownership of tax-exempt obligations may result in collateral Federal income tax consequences to financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. And, although it is anticipated that Bond Counsel will render an opinion to the effect that interest on the 2021 Refunding Bonds will not be included in gross income for federal income tax purposes, the accrual or receipt of interest thereon may otherwise affect the federal income tax liability of the recipient. Prospective purchasers should consult their own tax advisers as to the applicability of these consequences.

Original Issue Discount Bonds - The excess, if any, of the principal amount payable when a maturity of the 2021 Refunding Bonds is scheduled to come due over the initial offering price to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such 2021 Refunding Bonds of the same maturity (the “Discount Bonds”) was sold, constitutes original issue discount which is not includable in gross income for Federal income tax purposes to the same extent as interest on the 2021 Refunding Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond, and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds even though there will not be a corresponding cash payment.

Owners of Discount Bonds are advised that they should consult with their own tax advisors with respect to the determination for Federal income tax purposes of original issue discount accrued upon the sale, redemption or other disposition of such Discount Bonds, and with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium Bonds - In general, if an owner acquires 2021 Refunding Bonds for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on such 2021 Refunding Bonds after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), such 2021 Refunding Bonds (the “Premium Bonds”) will have bond premium. In general, under Section 71 of the Code, an owner of Premium Bonds must amortize the bond premium over the remaining term of the Premium Bonds, based on the owner’s yield over the remaining term of the Premium Bonds, determined on the basis of constant yield principals. An owner of Premium Bonds must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period, under the owner’s regular method of accounting, against the bond premium allocable to that period. In the case of tax-exempt bonds, such as the 2021 Refunding Bonds, that are Premium Bonds, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owners of Premium Bonds may realize a taxable gain upon disposition of Premium Bonds even though they are sold or redeemed for an amount less than or equal to the owner’s original acquisition cost.

Owners of Premium Bonds are advised that they should consult with their tax advisors with respect to the treatment of bond premium for Federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, and disposition of such Premium Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

Section 265 of the Code provides, in general, that interest expense incurred to acquire or carry tax-exempt obligations is not deductible from the gross income of the holder. For certain holders that are “financial institutions” within the meaning of such section, complete disallowance of such expense would apply to taxable years beginning after December 31, 1986, with respect to tax-exempt obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this rule for interest expense incurred by financial institutions to acquire or carry tax-exempt obligations (other than “private activity bonds”) which are designated by an issuer as “qualified tax-exempt obligations” where not more than \$10 million of tax-exempt obligations are issued by the issuer during the calendar year in which the issue so designated is issued.

The City will designate the 2021 Refunding Bonds as “qualified tax-exempt obligations” by a resolution passed on April 13, 2021. Furthermore, the City will represent that it has or will take such actions as necessary for the 2021 Refunding Bonds to constitute “qualified tax-exempt obligations.”

GLOBAL HEALTH EMERGENCY RISK

The COVID-19 Pandemic (“Pandemic”) and the subsequent voluntary and mandatory reductions in economic activity by national, state and local governments, businesses and other institutions, and individuals, has resulted in significant volatility in the U.S. and global stock and bond markets, disruption of supply chains, closure of businesses, worker layoffs and furloughs and a surge in unemployment claims.

The Pandemic is having significant negative impacts throughout the world, including in the State of Oklahoma. The first case of COVID-19 in Oklahoma was confirmed on March 6, 2020, and the first case of community spread was reported on March 16, 2020. On March 25, 2020, the Governor of Oklahoma issued a “Safer at Home” order and subsequently various “stay at home” or “shelter in place” orders were issued by local jurisdictions in the State. In April 2020, the State instituted a phased reopening, and in May 2020 some of the restrictions under the “Safer at Home” order were modified or eliminated. On June 1, 2020, the State entered the third and final phase of the Governor’s reopening plan. The Oklahoma State Department of Health provides information pertaining to COVID-19 and related developments in the State of Oklahoma on its website, <https://coronavirus.health.ok.gov/>. None of the information on such website is incorporated by reference herein.

As discussed under the section “AUTHORITY AND SECURITY FOR THE 2021 REFUNDING BONDS” herein, the 2021 Refunding Bonds are direct and general obligations of the City, payable as to both principal and interest from ad valorem taxes to be levied against all taxable property within the City, without limitation as to rate or amount. One hundred percent (100%) of the City’s Sinking (Debt Service) Fund revenues come from locally collected ad valorem taxes, not sales or use taxes or State of Oklahoma revenues. Should the Pandemic negatively affect property values within the City, an increase in the ad valorem tax rate may be required to pay for the 2021 Refunding Bonds as well as other City expenses which would normally be payable from ad valorem taxes. The Pandemic is ongoing and the extent of the economic impact to the City cannot be predicted.

LEGAL MATTERS

All legal matters incident to the authorization and issuance of the 2021 Refunding Bonds are subject to the approval of legality by Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, Bond Counsel, and the Attorney General of the State of Oklahoma.

CONTINUING DISCLOSURE AGREEMENT

In accordance with the requirements of Rule 15c2-12 (“Rule 15c2-12”), promulgated by the U.S. Securities and Exchange Commission (the “SEC”), the City has entered into a Continuing Disclosure Agreement in substantially the form set forth in Exhibit D to this Official Statement. This Continuing Disclosure Agreement sets forth the continuing obligation of the City to provide certain financial and other information with respect to the City and the 2021 Refunding Bonds.

In March of 2014, the SEC announced its Municipalities Continuing Disclosure Cooperation Initiative (the “MCDC”) pursuant to which underwriters and municipal issuers could self-report instances where official statements of municipal issuers failed to report instances in which the municipal issuer failed

to comply in all material respects with its continuing disclosure undertakings. Pursuant to the MCDC, in November of 2014 the City reported certain prior failures to the SEC.

In February 2016, the City executed an Offer of Settlement (the “Offer”) with the SEC under the MCDC, which Offer was accepted by the SEC on August 24, 2016. As described in the Offer, the City participated in three competitive offerings in 2014, 2013 and 2012 and one negotiated offering in 2012 in which the final official statements stated in relevant part that the City had complied with the requirements of each continuing disclosure undertaking entered into by it pursuant to Rule 15c2-12 in connection with previous financings to which Rule 15c2-12 was applicable.

Pursuant to the Offer, the City has agreed to (i) establish written policies and procedures and undertake periodic training regarding continuing disclosure obligations, including designation of an individual or officer responsible for ensuring compliance with such policies and procedures, (ii) comply with existing continuing disclosure undertakings, and, if not currently in compliance, update past delinquent filings, (iii) disclose in clear and conspicuous fashion the terms of the Offer in any official statement for an offering of the City within five years of the Offer, (iv) cooperate with any subsequent investigation by the SEC regarding false statements and/or material omissions and (v) not later than one year from the date of the Offer, certify, in writing, compliance with the foregoing undertakings.

The March 18, 2018 S&P Global Ratings rating upgrade of the City’s outstanding general obligation debt was not filed within the time outlined in outstanding continuing disclosure agreements. A failure to timely provide event filing information has been posted.

The City has updated its continuing disclosure procedures in order to ensure filings are done in accordance with its continuing disclosure agreements.

ABSENCE OF MATERIAL LITIGATION

There is not now pending or, to the knowledge of the City, threatened any litigation seeking to restrain or enjoin or in any way limit the approval or the issuance and delivery of the Official Statement or the 2021 Refunding Bonds or the proceedings or authority under which they are to be issued. There is no litigation pending or to the knowledge of the City, threatened which in any manner challenges or threatens the powers of the City to enter into or carry out the transactions contemplated herein.

UNDERWRITING

The 2021 Refunding Bonds will be purchased by Citigroup Global Markets Inc. (the “Underwriter”) pursuant to a Bond Purchase Agreement with the City (the “Bond Purchase Agreement”). The Underwriter has agreed to purchase the 2021 Refunding Bonds at a price of \$_____ (representing the principal amount thereof less Underwriter’s Discount of \$_____ plus Original Issue Premium in the amount of \$_____ less Original Issue Discount in the amount of \$_____). The Bond Purchase Agreement provides that the Underwriter will not be obligated to purchase any 2021 Refunding Bonds if all 2021 Refunding Bonds are not available for purchase, and requires the City to indemnify the Underwriter against losses, claims, damages and liabilities arising out of any incorrect or incomplete statements or information contained in this Official Statement pertaining to the City and certain other matters.

Citigroup Global Markets Inc. has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, “Fidelity”). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the City for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

The Underwriter may offer and sell the 2021 Refunding Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices lower than the offering prices set forth on the inside cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

CREDIT RATING

The 2021 Refunding Bonds have received an unenhanced rating of “AA+” by S&P Global Ratings, a Standard & Poor’s Financial Services LLC business (“S&P”). The rating assigned by S&P expresses only the view of that rating agency. The explanation of the significance of the rating may be obtained from S&P. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. Any revision or withdrawal of such rating may have an effect on the market price and marketability of the 2021 Refunding Bonds.

FINANCIAL ADVISOR

BOK Financial Securities, Inc. is employed as Financial Advisor to the City in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the bonds. In the normal course of business, the Financial Advisor may also from time to time sell investment securities to the City for the investment of debt proceeds or other funds of the City, upon the request of the City.

BOK Financial Securities, Inc., in its capacity of Financial Advisor, has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the City has provided the following sentence for inclusion in the official statement. The Financial Advisor has reviewed the information in the official statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy of such information.

BOK Financial Securities, Inc. (“BOKFS”) and BOKF, NA are both wholly-owned subsidiaries of BOK Financial Corporation, a bank holding company organized under the laws of the State of Oklahoma. Thus, BOKFS and BOKF, NA are affiliated, but BOKFS is not a bank. Affiliates of BOKFS may provide banking services or engage in other transactions with the City. The corporate trust department of BOKF, NA has been appointed to serve as the City’s Paying Agent/Registrar.

MISCELLANEOUS

All quotations from and summaries and explanations of law herein do not purport to be complete and reference is made to said laws for full and complete statements of their provisions.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the 2021 Refunding Bonds. The City has provided the factual and financial information herein. However, the City has not made any warranty or representation regarding either the accuracy or sufficiency of any material contained herein. Any statements made in this Official Statement involving matters of opinion are intended merely as opinion and not as representation of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City, or its agencies and authorities, since the date hereof.

CERTIFICATION AS TO OFFICIAL STATEMENT

At the time of delivery of the 2021 Refunding Bonds, the City shall execute a certificate to the effect that (i) the descriptions and statements of or pertaining to the City, contained in this Official Statement and any exhibits thereto, for the 2021 Refunding Bonds, as of the date of such Official Statement, on the date of sale of the 2021 Refunding Bonds and on the date of the delivery, were and are true and correct in all material respects; (ii) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (iii) insofar as the descriptions and statements, including financial data of or pertaining to entities, other than the City, and their activities contained in this Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and the City has no reason to believe that they are untrue in any material respect; and (iv) there has been no material adverse change in the financial condition of the City since June 30, 2020.

Reference is made to the Exhibits hereto which are an integral part of this Official Statement and must be read together with the rest of the Official Statement.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Mayor

EXHIBIT A – THE PRIOR BONDS BEING REFUNDED

Proceeds of the 2021 Refunding Bonds will provide for the refunding of certain of the City's General Obligation Bonds as described below (the "Prior Bonds Being Refunded"). The maturities in aggregate principal amount of the Prior Bonds Being Refunded as shown below will be defeased upon delivery of the 2021 Refunding Bonds.

Issue	Maturity	Principal Amount	Interest Rate	CUSIP Base 653794	Redemption Price
Series 2009	7/1/2022	\$ 270,000	3.50%	NQ6	100%
Total		\$ 270,000			
Series 2010	7/1/2022	\$ 200,000	3.15%	PB7	100%
	7/1/2023	200,000	3.15	PC5	100
Total		\$ 400,000			
Series 2011	8/1/2022	\$ 450,000	3.10%	PN1	100%
	8/1/2023	450,000	3.25	PP6	100
	8/1/2024	450,000	3.40	PQ4	100
Total		\$1,350,000			
Series 2012	7/1/2022	\$ 205,000	2.05%	PZ4	100%
	7/1/2023	205,000	2.15	QA8	100
	7/1/2024	205,000	2.30	QB6	100
	7/1/2025	245,000	2.40	QC4	100
Total		\$ 860,000			
Series 2013	7/1/2022	\$ 330,000	1.45%	QV2	100%
	7/1/2023	330,000	1.60	QW0	100
	7/1/2024	330,000	1.70	QX8	100
	7/1/2025	330,000	1.85	QY6	100
	7/1/2026	370,000	2.00	QZ3	100
Total		\$1,690,000			
Series 2014	7/1/2022	\$ 325,000	2.20%	RG4	100%
	7/1/2023	325,000	2.40	RH2	100
	7/1/2024	325,000	2.55	RJ8	100
	7/1/2025	325,000	2.75	RK5	100
	7/1/2026	325,000	2.85	RL3	100
	7/1/2027	325,000	3.00	RM1	100
Total		\$1,950,000			
Series 2015	7/1/2022	\$ 350,000	2.000%	RT6	100%
	7/1/2023	350,000	2.00	RU3	100
	7/1/2024	350,000	2.00	RV1	100
	7/1/2025	350,000	2.15	RW9	100
	7/1/2026	350,000	2.25	RX7	100
	7/1/2027	350,000	2.40	RY5	100
	7/1/2028	350,000	2.55	RZ2	100
Total		\$2,450,000			

EXHIBIT B – DEBT SERVICE SCHEDULE

\$9,225,000

CITY OF NICHOLS HILLS, OKLAHOMA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

Fiscal Year Ending	Principal	Coupon	Interest	Total Debt Service
06/30/2022	\$ 145,000			
06/30/2023	2,235,000			
06/30/2024	1,920,000			
06/30/2025	1,685,000			
06/30/2026	1,255,000			
06/30/2027	1,030,000			
06/30/2028	645,000			
06/30/2029	310,000			
Total	\$9,225,000			

EXHIBIT C

**CITY OF NICHOLS HILLS, OKLAHOMA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
AND ACCOMPANYING INDEPENDENT AUDITOR'S REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

EXHIBIT D – FORM OF BOND COUNSEL OPINION

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

ATTORNEYS AND COUNSELLORS

JOHN MICHAEL WILLIAMS
DAVID M. BOX
KEITH R. GIBSON
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Of Counsel
DENNIS R. BOX
WILLIAM J. BULLARD
RICHARD D. FORSHEE

_____, 2021

We have acted as bond counsel in connection with the issuance by the City of Nichols Hills, Oklahoma (the "Issuer") of \$9,225,000 General Obligation Refunding Bonds, Series 2021, dated May __, 2021 (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds are valid and binding obligations of the Issuer.
2. With respect to the Bonds, all taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Issuer has provided for the collection of an annual tax sufficient to pay the interest on the Bonds as it becomes due and also to constitute a sinking fund for the payment of the principal thereof according to law.
3. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described below, (i) interest on the Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals under the Code. In rendering our opinion, we have relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Issuer in connection with the Bonds, and we have assumed compliance by the Issuer

with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code.

The Code establishes certain requirements that must be met subsequent to the issuance and delivery of the Bonds in order that, for federal income tax purposes, interest on the Bonds not be included in gross income pursuant to Section 103 of the Code. These requirements include, but are not limited to, requirements relating to the use and expenditure of proceeds of the Bonds, restrictions on the investment of proceeds of the Bonds prior to expenditure and the requirement that certain earnings be rebated to the federal government. Noncompliance with such requirements may cause interest on the Bonds to become subject to federal income taxation retroactive to their date of issue, irrespective of the date on which such noncompliance occurs or is ascertained.

On the date of delivery of the Bonds, the Issuer will execute a Non-Arbitrage and Use of Proceeds Certificate (the “Arbitrage Certificate”) containing provisions and procedures pursuant to which such requirements can be satisfied. In executing the Arbitrage Certificate, the Issuer covenants that it will comply with the provisions and procedures set forth therein and that it will do and perform all acts and things required by the Code to assure that interest paid on the Bonds will, for federal income tax purposes, be excluded from gross income.

In rendering the opinion in this paragraph 3, we have relied upon and assumed (i) the material accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact contained in the Arbitrage Certificate with respect to matters affecting the status of interest paid on the Bonds, and (ii) compliance by the Issuer with the procedures and covenants set forth in the Arbitrage Certificate as to such tax matters.

4. Interest on the Bonds is exempt from Oklahoma income taxation pursuant to Section 2358.5 of Title 68, Oklahoma Statutes, 2011.
5. Based solely on the representations and designation of the Issuer with respect to the aggregate principal amount of tax-exempt obligations to be issued by the Issuer and any subordinate entities during calendar year 2021, it is our opinion that the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), a deduction is allowed for a portion of such financial institutions’ interest expense allocable to interest on the Bonds.

Except as stated in paragraphs 3, 4, and 5, above, we express no opinion as to any other federal, state or local tax consequences arising with respect to the Bonds or the ownership or disposition thereof. Furthermore, we express no opinion herein as to the effect of any action hereafter taken or not taken in reliance upon an opinion of counsel other than ourselves on the exclusion from gross income for federal income tax purposes of interest on the Bonds.

The portion of this opinion that is set forth in paragraph 1, above, is qualified only to the extent that enforceability of the Bonds may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors’ rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the Issuer.

This opinion is given as of the date hereof and is based on existing law, and we assume no obligation to update, revise, or supplement this opinion after the issue date to reflect any action hereafter taken or not

taken, or any facts or circumstances that may hereafter come to our attention or any changes in law or interpretations thereof that may hereafter arise or occur, or for any other reason.

This opinion is limited to matters of Oklahoma law and applicable federal law, and we assume no responsibility as to the applicability of laws of other jurisdictions.

This opinion is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed herein. No opinions may be inferred or implied beyond the matters expressly stated herein. No qualification, limitation or exception contained herein shall be construed in any way to limit the scope of the other qualifications, limitations and exceptions. For purposes of this opinion, the terms “law” and “laws” do not include unpublished judicial decisions, and we disclaim the effect of any such decision on this opinion.

We have served as bond counsel only to the Issuer in connection with the Bonds and have not represented and are not representing any other party in connection with the Bonds. This opinion is given solely for the benefit of the Issuer in connection with the Bonds and may not be relied on in any manner or for any purpose by any person or entity other than the Issuer, and any person to whom we may send a formal reliance letter, indicating that the recipient is entitled to rely on this opinion.

Respectfully submitted,

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

EXHIBIT E – FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated May __, 2021 (this “Disclosure Agreement”), is executed and delivered by the City of Nichols Hills, Oklahoma (the “Issuer”) in connection with the issuance of its General Obligation Refunding Bonds, Series 2021 (the “Bonds”). The Bonds are being issued pursuant to a Resolution dated as of April 13, 2021 (the “Bond Resolution”). The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “Commission”). The Issuer represents that it will be the only “obligated person” (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to each Participating Underwriter and that no other person presently is expected to become an obligated person with respect to the Bonds at any time after the issuance of the Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*CAFR*” shall mean any Comprehensive Annual Financial Report of the Issuer.

“*Dissemination Agent*” shall mean any entity designated by the Issuer to act as the Dissemination Agent hereunder.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access System. Reference is made to Commission Release No. 34-59062, December 8, 2008 (the “*Release*”) relating to the EMMA system for municipal securities disclosure effective on July 1, 2009.

“*Financial Obligation*” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*Listed Event*” shall mean any of the events listed in Exhibit B to this Disclosure Agreement with respect to the Bonds.

“*Listed Event Notice*” means notice of a Listed Event in Prescribed Form.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the “final official statement,” as defined in the paragraph (f)(3) of the Rule, relating to the Bonds. The final official statement related to the Bonds is dated _____, 2020.

“*Participating Underwriter*” shall mean each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

“*Paying Agent*” means the registrar and paying agent for the Bonds, which initially is BOKF, NA, Oklahoma City, Oklahoma.

“*Prescribed Form*” means, with regard to the filing of Annual Report and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 promulgated by the Commission under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Disclosure Agreement, including any official interpretations thereof.

“*State*” shall mean the State of Oklahoma.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 270 days after the end of the Issuer’s fiscal year (presently July 1 through June 30), commencing with the report for the fiscal year ended June 30, 2021, provide to the MSRB in Prescribed Form (with a copy to the Paying Agent) the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; *provided* that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than 270 days after the end of the Issuer’s fiscal year if they are not available by that date but within 10 business days after they become available. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement.

(b) If the Issuer fails to provide an Annual Report to the MSRB by the date required in subsection (a), the Issuer shall send a notice of such failure to the MSRB and to the Paying Agent by a date not in excess of 10 business days after the occurrence of such failure.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) Annual audited financial statements (unless provided at a later date, as specified in Section 3(a) above) of the Issuer and an annual update of the financial and operating data of the Issuer, to the same extent as provided in those portions identified in Exhibit A hereto. Such information may be included in a single document such as the Issuer’s CAFR. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any annual financial and operating data containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(b) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles (“GAAP”) as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided to the MSRB and to the Paying Agent, and shall include a reference to the specific federal or State law or regulation describing such accounting basis. If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report within 10 business days of when they become available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB’s internet website or filed with the Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Disclosure of Listed Events. The Issuer hereby covenants that it will disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, a Listed Event Notice to the MSRB in Prescribed Form with a copy to the Paying Agent. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds. The Issuer is required to deliver such Listed Event Notice in the same manner as provided by Section 3(a) of this Disclosure Agreement.

Section 6. Duty To Update EMMA/MSRB. The Issuer shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB’s e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer’s obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, respectively. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event Notice under Section 5.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, change in interpretation of the Rule or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event Notice under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Listed Event Notice, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or Listed Event Notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Listed Event Notice.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Bond Resolution is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Bond Resolution. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, each Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Recordkeeping. The Issuer shall maintain records of all filings of Annual Reports and Listed Event Notices, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page omitted.]

EXHIBIT A

**DESCRIPTION OF PORTIONS OF
OFFICIAL STATEMENT REQUIRING ANNUAL UPDATE**

To the extent that substantially all such information is not already included in the audited financial statements or Comprehensive Annual Financial Report, financial information of the type, but not necessarily in the same form, exclusive of information only applicable to 2020, as set forth in certain tables under the captions “Tax Levy and Collection Procedures” and “Financial Information” in the Issuer’s Official Statement relating to the Bonds.

EXHIBIT B

EVENTS WITH RESPECT TO THE BONDS FOR WHICH LISTED EVENT NOTICES ARE REQUIRED

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer¹.
13. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect the security holders, if material².
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties².

¹ This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

² The Issuer intends to comply with Listed Events numbered 15 and 16 above, and the definition of “Financial Obligation”, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the “**2018 Release**”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

**CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**

SPECIAL ESCROW FUND AGREEMENT

THIS AGREEMENT dated as of _____, 2021, and effective as of its delivery, made by and between City of Nichols Hills, Oklahoma (hereinafter referred to as the party of the first part or as the “City”), and BOKF, NA (hereinafter referred to as the “Bank”), party of the second part (together, the “Parties”).

WITNESSETH:

WHEREAS, the bonds of the City listed on Exhibit “A”, attached hereto and made a part hereof are presently legally issued and outstanding, consisting of the listed maturities of the City’s General Obligation Bonds of 2011 (the “Refunded Bonds”); and

WHEREAS, the City is authorized by Title 62 Oklahoma Statutes 2011, Section 751 *et seq.* (hereinafter referred to as the “Act”) to sell its bonds for the purpose of refunding the Refunded Bonds and to place the proceeds from the sale of such refunding bonds, as a part of the Sinking Fund of the City, but in escrow with the Bank, to be held and applied to the payment of said Refunded Bonds; and

WHEREAS, the City by passage of a Resolution on April 13, 2021 (the “2021 Refunding Bond Resolution”), has duly authorized to be issued and sold the General Obligation Refunding Bonds, Series 2021 (the “Series 2021 Bonds”) in the aggregate principal amount of \$_____ for the purpose, among others, of providing funds for the refunding of the Refunded Bonds in the outstanding aggregate principal amount of \$_____; and

WHEREAS, the remaining proceeds of the Series 2021 Bonds will be paid out by BOKF, NA, for payment of costs of issuance and related expenses, upon order of the City; and

WHEREAS, the cash deposit shall be payable at times as to insure the existence of monies sufficient to pay the principal amount of the Refunded Bonds on the selected redemption dates, and the accrued interest as the same shall come due in accordance with their terms, all as set forth in Exhibit “A”, attached hereto and made a part hereof; and

WHEREAS, the Bank is authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and to secure the payment of the principal of and the interest on the Refunded Bonds as the same come due, whether upon maturity or redemption prior to maturity, as the case may be, the Parties hereby mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

Section 1. (a) There is hereby irrevocably created by the City, with the Bank, but subject to the provisions of Section 19 hereof, a special trust fund designated “City of Nichols Hills, Oklahoma General Obligation Bonds, Series 2011 Special Escrow Fund” (the “Special Escrow Fund”) which is deemed to be a part of the Sinking Fund of said City. Concurrently with the execution of this Agreement, the City herewith deposits or causes to be deposited with the Bank and the Bank acknowledges receipt of: \$_____ in cash, which said amount shall be held uninvested. The Bank is hereby irrevocably directed and the Bank hereby agrees to: (i) redeem, with the amounts derived from such cash, the Refunded Bonds in accordance with Schedule II attached hereto; and (ii) return any cash remaining on deposit under this Agreement after redemption of such Refunded Bonds as described in Schedule II attached hereto, to the City. Except as provided herein, the Bank shall have no power or duty to invest any moneys held hereunder or to make substitutions or moneys acquired hereunder. The moneys held hereunder shall be not be used for any purpose other than, and shall be held in trust for, the payment of the principal, interest, and any redemption premium on the Refunded Bonds.

(b) The parties hereto acknowledge that the cash on hand will be at all times sufficient to timely pay the interest on the Refunded Bonds as such interest comes due and to pay the principal of the Refunded Bonds redemption prior to maturity, all as reflected in Exhibit “A”.

(c) Substitution of the Escrow Securities is not permitted.

Section 2. The City hereby represents, warrants and certifies to the Bank that, based upon the verification report of _____, the moneys held uninvested hereunder, will be sufficient to pay when due the principal, interest, and any redemption premium due and to become due on the Refunded Bonds on and prior to the redemption dates thereof.

Section 3. The Bank shall irrevocably hold said monies at all times in the Special Escrow Fund, wholly segregated from other funds and securities on deposit with the Bank; shall never commingle said monies with other funds or securities of the Bank; and shall hold and dispose of the assets therein only as set forth herein. Nothing herein contained shall be construed as requiring the Bank to keep the identical monies, or any part thereof, in said Special Escrow Fund, if it is impractical, but monies of an equal amount, must always be maintained on deposit in the Special Escrow Fund by the Bank, as Escrow Agent; and a special account thereof evidencing such fact shall at all times be maintained on the books of the Bank. This agreement and the directions to pay and redeem the Bonds as set forth on Exhibit “A” are irrevocable.

Section 4. [Left Blank Intentionally]

Section 5. The deposit of the moneys in the Special Escrow Fund shall constitute an irrevocable deposit in escrow solely for the payment of the principal, interest, and any redemption premium on the Refunded Bonds and any earnings on such moneys shall be used solely for such purposes. The Bank shall maintain the Special Escrow Fund until the date upon which said Refunded Bonds are fully paid as to principal and interest whereupon the Bank shall remit to the City all monies, if any, then remaining in the Special Escrow Fund.

Section 6. The Bank shall continuously secure the monies in the Special Escrow Fund, if any, by a pledge of obligations of the United States of America, to the extent not covered by FDIC Insurance, in the par or face amount at least equal to the principal amount of said uninvested monies.

Section 7. The City hereby directs and the Bank hereby agrees that it will take or cause to be taken all of the actions required to be taken by the Bank for the timely transfer of moneys to the Paying Agent with respect to the Refunded Bonds, in order to effectuate this Agreement. The Bank hereby agrees to hold the moneys held uninvested hereunder, in accordance with the provisions hereof. The liability of the Escrow Agent for the payment of the principal, interest, and any redemption premium on the Refunded Bonds pursuant to this paragraph shall be limited to the application of the moneys and the interest earnings thereon available for such purposes in the Special Escrow Fund.

Section 8. Notwithstanding any other provision of this Agreement, the City hereby covenants that no part of the moneys or funds held by the Bank hereunder shall be used and that it shall not direct the Escrow Agent to use any of such moneys or funds at any time, directly or indirectly, in a manner that if reasonably expected on the respective date of issuance of the Refunded Bonds would have caused any of such Refunded Bonds to be an “arbitrage bond” under Section 148 of the Internal Revenue Code of 1986, as amended.

Section 9. The Special Escrow Fund shall be held in trust solely and irrevocably for the holders of the Refunded Bonds, and such holders shall have an express lien on all monies held in the Special Escrow Fund until disbursed and applied in accordance with the provisions of this Agreement.

The Bank shall be paid a fee for its services as Escrow Agent in the amount of \$300.00. In no event shall the Bank or any paying agent for the Refunded Bonds have any lien whatsoever upon any of the monies in the Special Escrow Fund for the payment of fees or expenses. The Bank will receive separately its paying agency fees with respect to the Refunded Bonds.

Section 10. Whenever under the terms of this Agreement the performance date of any provision hereof shall fall on a holiday of the Bank, the performance thereof on the next successive business day of the Bank shall be deemed to be in full compliance.

Section 11. Time shall be of the essence in the performance of obligations from time to time imposed upon the Bank by this Agreement.

Section 12. [Left Blank Intentionally]

Section 13. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by first-class mail, postage prepaid addressed as follows:

City:

City of Nichols Hills, Oklahoma
 6407 Avondale Drive
 Nichols Hills, Oklahoma 73116
 Attn: Finance Director

Bank:

BOKF, NA
 499 W. Sheridan Ave, Suite 2600
 Oklahoma City, Oklahoma 73102
 Attn: Corporate Trust Department

The United States Post Office first-class mail of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days prior notice thereof.

Section 14. The Bank shall give a Notice of Defeasance with respect to the Refunded Bonds in the form of Exhibit "B" hereto, including the posting of this Escrow Agreement on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System on the closing date. In addition, the Bank shall notify its paying agent department of the redemption of the Refunded Bonds at least 30 days prior to the _____, 2021, redemption date and shall provide the appropriate notice to bondholders and shall redeem the Refunded Bonds listed on Exhibit "A" in accordance with the procedures and terms set out in the resolution or ordinance of the City authorizing the Refunded Bonds.

Section 15. This Agreement is made for the benefit of the City, the Bank and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such bondholders and the written consent of the Bank; provided, however, that the City and the Bank may, without the consent of, or notice to, such bondholders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such bondholders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement; and
- (b) to grant to or confer upon the Bank, for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, the Bank.

The Bank shall be entitled to rely exclusively upon the unqualified opinion of recognized bond counsel with respect to compliance with the terms of this Agreement, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the

Refunded Bonds or that any instrument executed hereunder complied with the conditions and provisions of this Section.

Section 16. The Bank shall have no responsibility with respect to the validity or sufficiency of this Agreement. The liability of the Bank for the payment of the principal of, redemption price, if applicable, and interest on the Refunded Bonds shall be limited to the application of the monies available for such purpose in the Special Escrow Fund. The Bank shall not be liable or responsible by reason of the failure of the City to perform any act required of it by this Agreement or because of the loss of any monies arising through the insolvency or the act or default or omission of any depository, other than itself, in which such monies shall have been deposited.

Section 17. If any Outstanding Bond is not presented for payment on the due date or redemption date thereof or if any interest thereon is not paid to the person entitled thereto on the due date thereof and monies are held by the paying agent for such payment or redemption and such monies are not claimed within five (5) years (or any lesser applicable statutory period) after such due date, such monies shall be paid over to the City to be held in trust for such longer period as may be required by the laws of the State of Oklahoma. After the expiration of any such period the City may expend such monies for any lawful purpose.

When all of the Refunded Bonds and the interest applicable thereto have been paid to the person(s) entitled thereto, any remaining monies or securities in the Special Escrow Fund shall thereupon be transferred to the City to be held or expended free of trust.

This Agreement shall terminate when the Refunded Bonds and the interest applicable thereto has been paid to the person(s) thereto entitled or all funds held for payment thereof and the interest thereon, if any, has been transferred to the City pursuant to this Section, whichever is earlier.

Upon the receipt of any payment to the City pursuant to this Section, the City shall cause to be published at least twice at an interval of at least seven (7) days between publications in a newspaper of general circulation published in Oklahoma County, Oklahoma, a notice that such monies remain unclaimed and that if such monies are not claimed on or before a date designated in such notice, which date shall be after the date of the second publication thereof, such monies shall be and become the absolute property of the City.

Section 18. The agreement herein contained between the City and the Bank shall remain in full force and effect from and after date of execution until June 30, 2021. At the end of such fiscal year and at the end of each fiscal year thereafter until the Bonds are paid in full, this Agreement may be unilaterally extended by the City, at its option, for the next ensuing fiscal year on the same terms and conditions. In the discretion of the City as of the beginning of any fiscal year, the City may appoint any other qualified bank or trust company to serve as Bank hereunder. A qualified bank shall be a bank or trust company organized under the laws of the State of Oklahoma or a national banking association, doing business and having corporate office in Oklahoma City, Oklahoma, and having capital and surplus aggregating at least \$50,000,000, providing such bank, trust company or national banking association is willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Agreement.

Form of Escrow Agreement

Section 19. This Agreement constitutes the irrevocable instructions of the City to the Bank as escrow holder and as paying agent to perform the duties and responsibilities delineated herein.

Section 20. If any one or more of the covenants or agreements to be performed by the City or the Bank should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 21. This Agreement may be executed in several counterparts all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

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Form of Escrow Agreement

IN WITNESS WHEREOF, the City Council of City of Nichols, Oklahoma, has caused these presents to be executed by its Mayor, attested by the City Clerk and sealed with the seal of the City, and the Bank has signed its name, all as of the date and year above written.

CITY OF NICHOLS HILLS, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

BOKF, NA, as Escrow Agent

Authorized Officer

Attachment: Special Escrow Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

SCHEDULE I

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SCHEDULE II**Schedule of Bonds to be Redeemed, Redemption Dates and Amounts****GENERAL OBLIGATION BONDS OF 2011**

<u>Redemption Date</u>	<u>Redemption Price</u>	<u>Principal Payment</u>	<u>Principal Redemption</u>	<u>Interest Amount</u>	<u>Redemption Premium</u>	<u>Total</u>
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Form of Escrow Agreement

EXHIBIT “A”**GENERAL OBLIGATION BONDS OF 2011**DateAmountInterest Rate

Attachment: Special Escrow Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

EXHIBIT “B”**NOTICE OF DEFEASANCE**

TO THE HOLDERS OF
CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION BONDS OF 2011

CUSIP	Stated Maturity	Interest Rate	Principal Amount

NOTICE IS HEREBY GIVEN by BOKF, NA on behalf of City of Nichols Hills, Oklahoma (the “Issuer”) in relation to the captioned bond issue (the “Bonds”). On or about _____, 2021, the Issuer will deposit sufficient cash to pay the principal of and interest due and to become due on said Bonds maturing in the years _____, through and including the redemption date of _____, which is the irrevocably established redemption date of such Bonds. Under the provisions of the Ordinance under which the Bonds were issued, the said Bonds have been defeased.

PLEASE DIRECT any questions regarding this notice to Brenda Batchelor at BOKF, NA, Oklahoma City, Oklahoma at 405-272-2104.

Dated: _____.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated _____, 2021 (this “Disclosure Agreement”), is executed and delivered by City of Nichols Hills, Oklahoma (the “Issuer”) in connection with the issuance of its \$_____ General Obligation Refunding Bonds, Series 2021 (the “Bonds”). The Bonds are being issued pursuant to a resolution dated as of April 13, 2021 (the “Bond Resolution”). The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “Commission”). The Issuer represents that it will be the only “obligated person” (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to each Participating Underwriter and that no other person presently is expected to become an obligated person with respect to the Bonds at any time after the issuance of the Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*CAFR*” shall mean any Comprehensive Annual Financial Report of the Issuer.

“*Dissemination Agent*” shall mean any entity designated by the Issuer to act as the Dissemination Agent hereunder.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access System. Reference is made to Commission Release No. 34-59062, December 8, 2008 (the “*Release*”) relating to the EMMA system for municipal securities disclosure effective on July 1, 2009.

“*Financial Obligation*” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*Listed Event*” shall mean any of the events listed in Exhibit B to this Disclosure Agreement with respect to the Bonds.

“*Listed Event Notice*” means notice of a Listed Event in Prescribed Form.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the “final official statement,” as defined in the paragraph (f)(3) of the Rule, relating to the Bonds. The final official statement related to the Bonds is dated _____, 2021.

“*Participating Underwriter*” shall mean each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

“*Paying Agent*” means the registrar and paying agent for the Bonds, which initially is BOKF, NA, Oklahoma City, Oklahoma.

“*Prescribed Form*” means, with regard to the filing of Annual Report and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 promulgated by the Commission under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Disclosure Agreement, including any official interpretations thereof.

“*State*” shall mean the State of Oklahoma.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 190 days after the end of the Issuer’s fiscal year (presently July 1 through June 30), commencing with the report for the fiscal year ended June 30, 2020, provide to the MSRB in Prescribed Form (with a copy to the Paying Agent) the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; *provided* that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than 190 days after the end of the Issuer’s fiscal year if they are not available by that date but within 10 business days after they become available. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement.

(b) If the Issuer fails to provide an Annual Report to the MSRB by the date required in subsection (a), the Issuer shall send a notice of such failure to the MSRB and to the Paying Agent by a date not in excess of 10 business days after the occurrence of such failure.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) Annual audited financial statements (unless provided at a later date, as specified in Section 3(a) above) of the Issuer and an annual update of the financial and operating data of the Issuer, to the same extent as provided in those portions identified in Exhibit A hereto. Such information may be included in a single document such as the Issuer's CAFR. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any annual financial and operating data containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(b) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles ("GAAP") as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided to the MSRB and to the Paying Agent, and shall include a reference to the specific federal or State law or regulation describing such accounting basis. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report within 10 business days of when they become available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's internet website or filed with the Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Disclosure of Listed Events. The Issuer hereby covenants that it will disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, a Listed Event Notice to the MSRB in Prescribed Form with a copy to the Paying Agent. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds. The Issuer is required to deliver such Listed Event Notice in the same manner as provided by Section 3(a) of this Disclosure Agreement.

Section 6. Duty To Update EMMA/MSRB. The Issuer shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, respectively. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event Notice under Section 5.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, change in interpretation of the Rule or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event Notice under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of

dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Listed Event Notice, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or Listed Event Notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Listed Event Notice.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Bond Resolution is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Bond Resolution. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, each Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Recordkeeping. The Issuer shall maintain records of all filings of Annual Reports and Listed Event Notices, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page]

Form of Continuing Disclosure Agreement

IN WITNESS WHEREOF, the Issuer has executed this Continuing Disclosure Agreement and has caused its official seal to be hereunto affixed and attested by an authorized representative, all as of the date first above written.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

Attachment: Continuing Disclosure Agreement 2.1 (5099 : Resolution - sale & issuance of bonds)

EXHIBIT A**DESCRIPTION OF PORTIONS OF
OFFICIAL STATEMENT REQUIRING ANNUAL UPDATE**

1. To the extent that substantially all such information is not already included in the audited financial statements or Comprehensive Annual Financial Report, financial information of the type, but not necessarily in the same form, as set forth in certain tables under the captions “City Debt,” “Property Tax Levy and Collection Procedures” and “Financial Information” in the Issuer’s Official Statement relating to the Bonds including the following:

- General Long -Term Debt
- Outstanding General Obligation Debt
- General Obligation Bonds Annual Debt Service Requirements
- Computation of Direct and Overlapping Debt
- Ratio of General Bonded Debt to Assessed Value and Bonded Debt Per Capita
- Assessed and Estimated Market Value of Taxable Property
- Net Assessed Valuation Composition
- Property Tax Levies and Collections
- Significant Taxpayers of Oklahoma City
- Trend of Property Tax Rates of Major Taxing Units (Previous Year Only)
- Government Funds: Statement of Revenues, Expenditure and Changes in Fund Balances Data
- Governmental Funds: Five-Year Statement of Revenues, Expenditures and Changes in Fund Balances Data (Previous Year Only)

EXHIBIT B

EVENTS WITH RESPECT TO THE BONDS FOR WHICH LISTED EVENT NOTICES ARE REQUIRED

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer¹.
13. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect the security holders, if material².
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties².

¹ This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

² The Issuer intends to comply with Listed Events numbered 15 and 16 above, and the definition of “Financial Obligation”, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the “**2018 Release**”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

RESOLUTION 1410

RESOLUTION AWARDING CONTRACT TO SOUTHWEST WATER WORKS, LLC, AS THE LOWEST RESPONSIBLE BIDDER FOR WC-1903, WC-2001 2019-2020 G.O. BOND ISSUE WATERLINE IMPROVEMENTS, AND AUTHORIZING EXECUTION OF THE CONTRACT, BONDS AND RELATED INSTRUMENTS.

WHEREAS, the City Engineer recommends that SOUTHWEST WATER WORKS, LLC (the “Contractor”) be determined to be the lowest and best bidder for WC-1903, WC-2001 2019-2020 G.O. BOND ISSUE WATERLINE IMPROVEMENTS (the “Project”) based on bids for the Project opened on April 8, 2021; and

WHEREAS, contract and bonds for the Project (the “Contract”) with the Contractor have been prepared in the amount of \$427,091.75 (the “Contractor’s Bid”); and

WHEREAS, it is the desire of the City Council to award the Contract to the lowest and best responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Nichols, Oklahoma that the Contractor’s Bid be accepted as and is determined to be the lowest and best responsible bid for the Project and that the Contract is hereby awarded to the Contractor.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute the Contract in the amount of the Contractor’s Bid, related bonds and other instruments for the Project, all for and on behalf of the City.

ADOPTED by the Council of the City of Nichols Hills, Oklahoma this 13th day of April, 2021.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney



April 8, 2021

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, Oklahoma 73116

RE: RECOMMENDATION OF AWARD
Project Nos. WC-1903, WC-2001
2019-2020 G.O. Bond Issue
Waterline Improvements to the
Wilshire Blvd. 12" Tower Line;
Greystone Ave. Tower 8" Blow Off

Dear Mayor and City Council:

Enclosed is the bid tabulation and the original bid forms for the bid received on **April 8, 2021** for the above referenced project. Following are the apparent bid results.

Engineer's Estimate	\$147,830.50	\$389,418.75	\$367,511.25	\$537,249.25	\$515,341.75
CONTRACTOR	BASE BID	ALT. NO. 1	ALT. NO. 2	BASE+ALT1	B+ALT2
Southwest Water Works, LLC	\$105,797.00	\$449,500.50	\$321,294.75	\$555,297.50	\$427,091.75

Upon review of the bid documents, several discrepancies were noted:

- Total Base Bid was written incorrectly as \$104,397.00
- Item No. A2.9 total was written incorrectly as \$1,636.00
- Total Alternate No. 2 Bid was written incorrectly as \$315,510.75
- Total Base Bid + Alt. No. 1 was written incorrectly as \$553,897.50
- Total Base Bid + Alt No. 2 was written incorrectly as \$419,917.75

However, these discrepancies do not affect the outcome of the bid. Therefore, based on these bid results, award of a contract for **Base Bid + Alternate No. 2** is recommended for the above referenced project in the following amount to the lowest responsible bidder, **SOUTHWEST WATER WORKS, LLC**:

TOTAL AWARD AMOUNT.....\$427,091.75

Please place this item on the next available council agenda for consideration. Should you have any questions or comments, please contact our office.



Sincerely,

Smith Roberts Baldischwiler, LLC



Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #114592L

Attachment: Bid Result Packet (5089 : 9 Resolution to Award bid - Project WC-1903, WC-2001)



April 8, 2021

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, Oklahoma 73116

RE: ENGINEER'S ESTIMATE
Project No. WC-1903 & WC-2001

Dear Mayor and City Council:

The Engineer's Estimate for the above referenced project is:

Base Bid	\$147,830.50
Alternate No. 1 Bid.....	\$389,418.75
<u>Alternate No. 2 Bid.....</u>	<u>\$367,511.25</u>
Total Base + Alt. No. 1.....	\$537,249.25
Total Base + Alt. No. 2.....	\$515,341.75

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
City Engineer

GJW
cc: File #114592L

2019-20 G. O. BOND ISSUE
Wilshire Blvd. 12" Tower Line
Greystone Ave. Water Tower 8" Blow Off
Nichols Hills, OK
WC-1903/WC-2001
Bid Open'g 10:00 a.m. Thu. 4/8/21

	BIDDERS	BASE BID	Alternate No. 1	Alternate No. 2
1	ENGINEER'S ESTIMATE	\$147,830.50	\$389,418.75	\$367,511.25
	Total + Base Bid		\$537,249.25	\$515,341.75
2	Southwest Waterworks	104,397.00	449,500.50	315,510.75
	Total + Base Bid		553,897.50	419,907.75
3				
	Total + Base Bid			
4				
	Total + Base Bid			
5				
	Total + Base Bid			
6				
	Total + Base Bid			
7				
	Total + Base Bid			

Attachment: Bid Result Packet (5089 : 9 Resolution to Award bid - Project WC-1903, WC-2001)

BIDS RECEIVED Thursday, April 8th, 2021, 10:00 A.M.
 BID TABULATION FOR WC-1903/WC-2001

BASE BID			ENGINEER'S ESTIMATE			SIW WATER WORKS, LLC		
ITEM NO.	SPEC. NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	252-006	BORING (12")	120.00	LF	\$120.00	14,400.00	\$20.00	2,400.00
2	305-000	CURB & GUTTER (2'-3") (6" BARRIER)	100.00	LF	\$25.00	2,500.00	\$45.00	4,500.00
3	505-034	12" X 45" BEND (DIP) COMPACT (MJ)	6.00	EA	\$400.00	2,400.00	\$350.00	2,100.00
4	505-068	FITTINGS (MEGA-LUG SERIES 2012 PV)	16.00	EA	\$250.00	4,000.00	\$165.00	2,640.00
5	505-076	(12") (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/12 GAUGE TRACER WIRE	130.00	LF	\$145.00	18,850.00	\$115.00	14,950.00
6	505-081	12" SOLID SLEEVE (DIP) COMPACT LONG (MJ)	2.00	EA	\$400.00	800.00	\$300.00	600.00
7	512-000	RELOCATE WATER METER	3.00	EA	\$1,500.00	4,500.00	\$600.00	1,800.00
8	512-003	HYDROSTATIC TESTING & DISINFECTION	1.00	EA	\$5,500.00	5,500.00	\$1,500.00	1,500.00
9	525-000	HYDROSTATIC TESTING & DISINFECTION	1.00	EA	\$3,500.00	3,500.00	\$1,500.00	1,500.00
10	525-003	HYDROSTATIC TESTING & DISINFECTION	1.00	EA	\$500.00	500.00	\$250.00	250.00
11	652-000	POLYVINYL CHLORIDE (PVC) (8")	480.00	LF	\$65.00	31,200.00	\$85.00	39,100.00
12	652-001	POLYVINYL CHLORIDE (PVC) (8" X 90 DEGREE BEND)	2.00	EA	\$325.00	650.00	\$100.00	200.00
13	652-001	POLYVINYL CHLORIDE (PVC) (8" X 45 DEGREE BEND)	4.00	EA	\$325.00	1,300.00	\$150.00	600.00
14	652-001	POLYVINYL CHLORIDE (PVC) (8" X 22.5 DEGREE BEND)	1.00	EA	\$325.00	325.00	\$350.00	350.00
15	652-001	POLYVINYL CHLORIDE (PVC) (8" X 22.5 DEGREE BEND)	1.00	EA	\$450.00	450.00	\$45.00	45.00
16	729-010	REMOVE AND RELOCATE SIGN	4.00	EA	\$500.00	2,000.00	\$100.00	400.00
17	801-000	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1.00	LSUM	\$10,000.00	10,000.00	\$5,000.00	5,000.00
18	801-003	COLOR AUDIO/VIDEO RECORDING, PRE AND POST CONSTRUCTION (RECORDED)	1.00	LSUM	\$25,000.00	25,000.00	\$3,500.00	3,500.00
19	809-000	MOBILIZATION	1.00	LSUM	\$5,000.00	5,000.00	\$1,500.00	1,500.00
20	810-000	CLEARING AND GRUBBING	17.00	SY	\$37.50	637.50	\$115.00	1,955.00
21	810-000	REMOVE AND REPAIR DRIVEWAY	54.00	SY	\$105.00	5,670.00	\$135.00	7,290.00
22	811-000	PAVEMENT CUT AND REPAIR	1.00	EA	\$1,000.00	1,000.00	\$500.00	500.00
23	811-013	REMOVE AND REPLACE WATER VALVE	1.00	EA	\$1,000.00	1,000.00	\$500.00	500.00
24	815-003	RELOCATE SPRINKLER CONTROL VALVE	330.00	SY	\$6.00	1,980.00	\$3.00	990.00
25	845-000	SOLID SLAB SODDING	408.00	LF	\$2.00	816.00	\$3.00	1,224.00
26	900-003	FILTER FABRIC SILT FENCE-COMPLETE IN PLACE	408.00	LF	\$2.00	816.00	\$3.00	1,224.00
TOTAL BASE BID						\$147,830.50		\$105,797.00
ALTERNATE No. 1								
ITEM NO.	SPEC. NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
A1.1	1.615-002	PIPE BURSTING (12")	2,225.25	LF	\$175.00	389,418.75	\$202.00	449,500.50
TOTAL ALTERNATE NO. 1 BID						\$389,418.75		\$449,500.50
ALTERNATE No. 2								
ITEM NO.	SPEC. NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
A2.1	505-076	(12") (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/12 GAUGE TRACER WIRE	2,225.25	LF	\$135.00	300,408.75	\$115.00	255,903.75
A2.2	800-000	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	520.00	LF	\$12.50	6,500.00	\$10.00	5,200.00
A2.3	800-000	REMOVE & RESET LAWN IRRIGATION HEAD	26.00	EA	\$42.50	1,105.00	\$15.00	390.00
A2.4	813-000	REMOVE AND REPLACE DRIVEWAY	297.00	SY	\$150.00	44,550.00	\$65.00	19,305.00
A2.5	813-000	REMOVE AND REPLACE DRIVEWAY	297.00	SY	\$37.50	11,137.50	\$115.00	34,155.00
A2.6	814-000	PAVEMENT CUT AND REPAIR	92.00	SY	\$105.00	9,660.00	\$135.00	12,420.00
A2.7	840-002	SOLID SLAB SODDING	1,040.00	SY	\$6.00	6,240.00	\$3.15	3,276.00
A2.8	845-001	TREE BORE	160.00	LF	\$65.00	10,400.00	\$15.00	2,400.00
A2.9	900-003	FILTER FABRIC SILT FENCE-COMPLETE IN PLACE	1,855.00	LF	\$2.00	3,710.00	\$4.00	7,420.00
TOTAL ALTERNATE NO. 2 BID						\$367,511.25		\$321,294.75
Total Base Bid + Alternate No. 1						\$537,249.25		\$555,297.50
Total Base Bid + Alternate No. 2						\$515,341.75		\$427,091.75


 Grady J. Wade - Smith Roberts Baldischwiller, LLC

4/8/2021
 Date

THE CITY OF NICHOLS HILLS

BID FORM

*This Bid will not be considered unless this form has been fully completed
and signed by the Bidder or the Bidder's Authorized Agent*

Project Number: WC-1903, WC-2001

Description: 2019-2020 G.O. BOND ISSUE WATERLINE IMPROVEMENTS TO THE
WILSHIRE BLVD. 12" TOWER LINE
GREYSTONE AVE. TOWER 8" BLOW OFF:

Name of Bidder: Southwest Water Works, LLC

Address: 201 NW 132nd St. OKC, OK 73114

To the City Clerk:

The undersigned, as or on behalf of Bidder, declares: That Bidder prepared this Bid and, before preparing the Bid, carefully read and examined the Bidding Documents and any other documentation or information. Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the City of Nichols Hills and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following the City's notification of its intent to award Contract, unless such time is extended by the City Engineer. Bidder hereby agrees to commence work within ten (10) calendar days after the Work Order is issued by the City Engineer and to complete the work within the number of working days or by the calendar date specified in the Special Provisions of the Bidding Documents. Bidder encloses the Bid Security as required in Bidding Documents. The Non-Collusion Affidavit, in its entirety, is incorporated herein by reference.

TOTAL BASE BID: ONE HUNDRED FOUR THOUSAND THREE HUNDRED NINETY-SEVEN Dollars (\$ 104,397) \$105,797.00
(Dollar figure written out)

TOTAL ALT. 1 BID: FOUR HUNDRED FORTY NINE THOUSAND -
FIVE HUNDRED & 50/100 Dollars (\$ 449,500⁵⁰)
(Dollar figure written out)

TOTAL ALT. 2 BID: THREE HUNDRED FIFTY THOUSAND -
FIVE HUNDRED TEN & 00/100 Dollars (\$ 315,510⁷⁵) \$321,294.75
(Dollar figure written out)

TOTAL BID: _____ Dollars (\$ _____)
(Dollar figure written out)

BASE BID + ALT # 1 \$ 553,897⁵⁰ \$555,297.50

BASE BID + ALT # 2 \$ 419,907⁷⁵ \$427,091.75

resolution to Award bid - Project WC-1903, WC-2001)

Attachment: Bid Result Packet (5089

If Detailed Bid Form is provided, enter Unit Prices on that Form. The sum of the Unit Prices constitutes the Total Bid, which must be entered on this page.

Southwest Water Works

Name of Individual, Partnership, Limited Liability Company, or Corporation, herein called "Bidder"

Paul Matthews
Signature of Bidder or Bidder's Authorized Agent

Paul Matthews - Managing Memk.

Type or legibly print name and title of person who signed above
Original ink signature required

Bidder acknowledges receipt of the following addenda:

1 & 2

Attachment: Bid Result Packet (5089 : 9 Resolution to Award bid - Project WC-1903, WC-2001)

THE CITY OF NICHOLS HILLS

DETAILED BID FORM

See Appendix I to the Instructions to Bidders for directions and a sample Detailed Bid Form.

Item No.	Std. No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
BASE BID						
1.	252	120.00	L.F.	Boring (12")		
<u>TWENTY & 00/100</u> Dollars \$ <u>20⁰⁰</u> \$ <u>2,400⁰⁰</u> (Dollars per unit written)						
2.	305	100.00	L.F.	Curb & Gutter (2'-8")(6" Barrier)		
<u>FORTY-FIVE & 7/100</u> Dollars \$ <u>45⁰⁰</u> \$ <u>4,500⁰⁰</u> (Dollars per unit written)						
3.	505	6.00	EA.	12-IN x 45 DEG DIP Compact Bend M.J.		
<u>THREE HUNDRED FIFTY & 7/100</u> Dollars \$ <u>350⁰⁰</u> \$ <u>2,100⁰⁰</u> (Dollars per unit written)						
4.	505	16.00	EA.	Fittings (Mega-Lug Series 2012 PV)		
<u>ONE HUNDRED SIXTY-FIVE & 00/100</u> Dollars \$ <u>165⁰⁰</u> \$ <u>2,640⁰⁰</u> (Dollars per unit written)						
5.	505	130.00	L.F.	(12") (PVC) Waterline Pipe (Push-On Joint)(DR-14) w/12 Gauge Tracer Wire		
<u>ONE HUNDRED FIFTEEN & 7/100</u> Dollars \$ <u>115⁰⁰</u> \$ <u>14,950⁰⁰</u> (Dollars per unit written)						
6.	505	2.00	EA.	12-IN Solid Sleeve (DIP) Compact (MJ)		
<u>THREE HUNDRED & 00/100</u> Dollars \$ <u>300⁰⁰</u> \$ <u>600⁰⁰</u> (Dollars per unit written)						
7.	512	3.00	EA.	Relocate Water Meter		
<u>SIX HUNDRED & 00/100</u> Dollars \$ <u>600⁰⁰</u> \$ <u>1,800⁰⁰</u> (Dollars per unit written)						
8.	513	1.00	EA.	Wet Connection (12")		
<u>FIFTEEN HUNDRED & 00/100</u> Dollars \$ <u>1,500⁰⁰</u> \$ <u>1,500⁰⁰</u> (Dollars per unit written)						
9.	522	1.00	LSUM	Hydrostatic Pressure Testing and Disinfection		
<u>THREE THOUSAND FIVE HUNDRED & 00/100</u> Dollars \$ <u>3,500⁰⁰</u> \$ <u>3,500⁰⁰</u>						

Project WC-1903, WC-2001 cont'd.

Item No.	Std. No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
(Dollars per unit written)						
10.	611	6.00	L.F.	Riser Pipe (8")		
				<u>TWENTY-FIVE</u> $\frac{1}{100}$ ——— Dollars \$ <u>25⁰⁰</u> \$ <u>150⁰⁰</u>		
(Dollars per unit written)						
11.	652	460.00	L.F.	Polyvinyl Chloride (PVC)(8")(SCH. 40)		
				<u>EIGHTY-FIVE</u> $\frac{1}{100}$ ——— Dollars \$ <u>85⁰⁰</u> \$ <u>39,100⁰⁰</u>		
(Dollars per unit written)						
12.	652	2.00	EA.	Polyvinyl Chloride (PVC)(8" x 90 Degree Bend)		
				<u>ONE HUNDRED</u> $\frac{1}{100}$ ——— Dollars \$ <u>100⁰⁰</u> \$ <u>200⁰⁰</u>		
(Dollars per unit written)						
13.	652	4.00	EA.	Polyvinyl Chloride (PVC)(8" x 45 Degree Bend)		
				<u>ONE HUNDRED FIFTY</u> $\frac{1}{100}$ ——— Dollars \$ <u>150⁰⁰</u> \$ <u>600⁰⁰</u>		
(Dollars per unit written)						
14.	652	1.00	EA.	Polyvinyl Chloride (PVC)(8" x 22 1/2 Degree Bend)		
				<u>THREE HUNDRED FIFTY</u> ——— Dollars \$ <u>350⁰⁰</u> \$ <u>350⁰⁰</u>		
(Dollars per unit written)						
15.	652	1.00	EA.	Polyvinyl Chloride (PVC)(8" Solid Sleeve)		
				<u>FORTY FIVE</u> $\frac{1}{100}$ ——— Dollars \$ <u>45⁰⁰</u> \$ <u>45⁰⁰</u>		
(Dollars per unit written)						
16.	729	4.00	EA.	Remove and Relocate Sign		
				<u>ONE HUNDRED</u> $\frac{1}{100}$ ——— Dollars \$ <u>100⁰⁰</u> \$ <u>400⁰⁰</u>		
(Dollars per unit written)						
17.	801	1.00	LSUM	Construction Staking (Construction Survey)		
				<u>FIVE THOUSAND</u> $\frac{1}{100}$ ——— Dollars \$ <u>5,000⁰⁰</u> \$ <u>5,000⁰⁰</u>		
(Dollars per unit written)						
18.	801	1.00	LSUM	Color Audio/Video Recording, Pre & Post Construction (Recorded Digitally on DVD)(SP)		
				<u>FIFTY-FIVE HUNDRED</u> $\frac{1}{100}$ ——— Dollars \$ <u>5,500⁰⁰</u> \$ <u>5,500⁰⁰</u>		
(Dollars per unit written)						

Attachment: Bid Result Packet (5089 : 9 Resolution to Award bid - Project WC-1903, WC-2001)

Project WC-1903, WC-2001 cont'd.

Item No.	Std. No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
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ALTERNATES

Alternate No. 1

A1.1	846	2,225.25	L.F.	Pipe Bursting (12")		
				TWO HUNDRED TWO & $\frac{2}{100}$ —	Dollars \$ 202 ⁰⁰	\$ 449,500 ⁵⁰
				(Dollars per unit written)		

TOTAL ALTERNATE NO. 1 BID

				FOUR HUNDRED FORTY NINE THOUSAND FIVE HUNDRED & $\frac{50}{100}$ —	Dollars	
				(Dollar figure written out)		
				\$ 449,500.50		

Alternate No. 2

A2.1	505	2,225.25	L.F.	(12" (PVC) Waterline Pipe (Push-On Joint)(DR-14) W/ 12 Gauge Tracer Wire)		
				ONE HUNDRED FIFTEEN & $\frac{1}{100}$ —	Dollars \$ 115 ⁰⁰	\$ 255,903 ⁷⁵
				(Dollars per unit written)		

A2.2	800	520.00	L.F.	Remove & Reset Lawn Irrigation Pipe (1/2" to 2" Dia. PVC)		
				TEN & $\frac{0}{100}$ —	Dollars \$ 10 ⁰⁰	\$ 5,200 ⁰⁰
				(Dollars per unit written)		

A2.3	800	26.00	E.A.	Remove & Reset Lawn Irrigation Head		
				FIFTEEN & $\frac{0}{100}$ —	Dollars \$ 15 ⁰⁰	\$ 390 ⁰⁰
				(Dollars per unit written)		

A2.4	811	2.00	S.Y.	Remove & Replace Concrete Flume		
				SIXTY-FIVE & $\frac{0}{100}$ —	Dollars \$ 65 ⁰⁰	\$ 130 ⁰⁰
				(Dollars per unit written)		

A2.5	813	297.00	S.Y.	Remove & Replace Driveway		
				ONE HUNDRED FIFTEEN & $\frac{0}{100}$ —	Dollars \$ 115 ⁰⁰	\$ 34,155 ⁰⁰
				(Dollars per unit written)		

A2.6	814	92.00	S.Y.	Pavement Cut & Repair		
				ONE HUNDRED THIRTY FIVE & $\frac{0}{100}$ —	Dollars \$ 135 ⁰⁰	\$ 12,420 ⁰⁰
				(Dollars per unit written)		

Attachment: Bid Result Packet (5089 : 9 Resolution to Award bid - Project WC-1903, WC-2001)

Project WC-1903, WC-2001 cont'd.

Item No.	Std. No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
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A2.7	840	1,040.00	S.Y.	Solid Slab Sodding		
				THREE & 15/100	Dollars \$ 3 ¹⁵	\$ 3,276 ⁰⁰
				(Dollars per unit written)		

A2.8	843	160.00	L.F.	Tree Bore		
				FIFTEEN & 00/100	Dollars \$ 15 ⁰⁰	\$ 2,400 ⁰⁰
				(Dollars per unit written)		

A2.9	900	1,855.00	L.F.	Filter Fabric Silt Fence-Complete In Place		
				FOUR & 00/100	Dollars \$ 4 ⁰⁰	\$ 7,420 ⁰⁰
				(Dollars per unit written)		

TOTAL ALTERNATE NO. 2 BID

				THREE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED TEN & 75/100	Dollars
				\$ 315,510 ⁷⁵	
				(Dollar figure written out)	
				\$321,294.75	

Attachment: Bid Result Packet (5089 : 9 Resolution to Award bid - Project WC-1903, WC-2001)

THE CITY OF NICHOLS HILLS NONCOLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and has the lawful authority to execute this Affidavit and the attached Bid.

For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
- b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
- c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Bid will not be considered unless
this form has been fully completed and signed and certified by the Bidder.***

Certified this 7th day of April, 2021.

Southwest Water Works, LLC

Name of Individual, Partnership, Limited Liability
Company, or Corporation herein called Bidder

Paul Matthews

Signature of Bidder or Bidder's Authorized Agent

Paul Matthews - Managing member

Type or print name and title of person who signed above

This Affidavit required for Public Improvement Projects by 61 Okla. Stat. Supp. 2008 § 115.

**THE CITY OF NICHOLS HILLS
BUSINESS RELATIONSHIP AFFIDAVIT**

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project except, if any, as stated on the lines below.

The undersigned as Bidder or as Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project except, if any, as stated on the lines below.

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms on the lines provided below:

(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

This Bid will not be considered unless this form has been fully signed by the Bidder, and notarized, dated and completed by the Notary Public.

STATE OF

Oklahoma

COUNTY OF

Oklahoma) ss.

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

Southwest Water Works, LLC

Name of Individual, Partnership, Limited Liability
Company, or Corporation herein called Bidder

Signature of Bidder or Bidder's Authorized Agent

Paul Matthews- managing member

Type or print name and title of person who signed above



JENNIFER EBERHART

Notary Public
State of Oklahoma

Commission # 06008522 Expires 08/29/22

Signed and sworn to or affirmed before me on this 7th day of April, 2021
by the above named Bidder or Bidder's Authorized Agent.

My Commission expires 8-29-2022My Commission number 06008522

Notary Public

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes Supp. 2008 § 108.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Southwest Water Works LLC

as Principal, hereinafter call the Principal, and

Fidelity and Deposit Company of Maryland

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Nichols Hills

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Total Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project No. WC-1903, WC-2001, 2019-2021 G.O. Bond Issue, Waterline Improvements, Wilshire Blvd 12" Tower Line, Greystone Ave Tower 8" Blow Off

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

8th

day of April, 2021

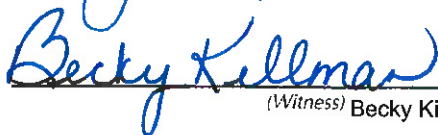

(Witness)

Southwest Water Works LLC

(Principal)

(Title)




(Witness) Becky Killman

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

Deborah L Raper

(Title)

Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS**, all of **Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

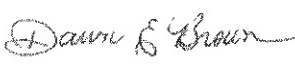
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President

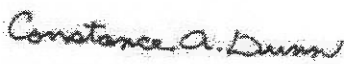

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of April, 2021.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Published in The Journal Record on July 24, 2020

ORDINANCE NO. 1186

AN ORDINANCE AMENDING CHAPTER 32 OF THE NICHOLS HILLS CITY CODE CONCERNING DETERMINATION OF A STATE OF EMERGENCY AND ENACTING REGULATIONS TO CONTROL THE COVID-19 VIRUS; REPEALING ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

EMERGENCY ORDINANCE

WHEREAS, the United States is experiencing is a massive outbreak of the Novel Coronavirus-2019, also known as COVID-19 (“COVID-19” or “COVID-19 Virus”), infecting millions of people in the United States, including thousands of people in Oklahoma, which is part of a world-wide COVID-19 pandemic (“Pandemic”) ; and

WHEREAS, pursuant to Section 22-120 of Title 11 of the Oklahoma Statutes, municipalities are authorized to make regulations to prevent the introduction of contagious diseases into the municipality and may enforce quarantine laws; and

WHEREAS, Title 21, Section 1321.9 of the Oklahoma Statutes allows cities and towns to enact ordinances establishing a State of Emergency; and

WHEREAS, the City Council of the City of Nichols Hills, Oklahoma (“Council”) pursuant to the authority vested in the Council pursuant to the Ordinances of the City and the Laws of the State of Oklahoma, determined by Resolution 1373, approved on March 24, 2020, that the Pandemic and the resulting local community transmission of such disease was a public disaster which affects life, health, property and public peace (“Public Disaster”) within the limits of the City of Nichols Hills, Oklahoma (“City”), and declared a state of emergency within the City; and, the Council now determines that the Public Disaster continues; and therefore, the Council hereby ratifies, renews, restates and amend Resolution 1373 insofar as it determines that the Pandemic is a Public Disaster, and further, the Council renews, restates and presently declares a state of emergency within the City; and therefore, the Council enacts the following Ordinance:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

SECTION 1. Chapter 32, Article VI, entitled *Offenses Involving Public Safety*, of the Nichols Hills City Code is hereby amended by adding a new Division 3 entitled *COVID-19 Virus Control Regulations*, and the Council hereby (i) affirms the prior enactments and provisions set forth above, (ii) renews, restates and presently declares a state of emergency within the City, and (iii) repeals, supersedes and replaces the provisions of Ordinance No. 1183 enacted on June 9,

Attachment: NH COVID-19 Ord with Masks 7.23.20-4.1a-2 (5097 : 9 Ordinance - COVID-19)

2020, (iv) and further enacts, along with forgoing, the following new amended provisions of the Nichols Hills City Code, to wit:

ARTICLE VI. OFFENSES INVOLVING PUBLIC SAFETY.

DIVISION 3. COVID-19 VIRUS CONTROL REGULATIONS.

Sec. 32-224. Statement of Findings and Determinations by the Council regarding the COVID-19 Virus.

(a) The Council hereby makes the following findings and determinations regarding the COVID-19 Virus:

1. The United States is experiencing an outbreak of Novel Coronavirus-2019 also known as COVID-19; and
2. On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and
3. On March 13, 2020, the President of the United States declared a National Emergency because of the COVID-19 pandemic and which declaration is still in effect today; and
4. On March 15, 2020, the Governor of Oklahoma declared a State of Emergency because of the COVID-19 pandemic and which declaration is still in effect today; and
5. The Center for Disease Control ("CDC") has emphasized the COVID-19 risk to individuals is dependent on exposure, and transmission is through respiratory droplets produced when an infected person coughs or sneezes; and
6. There have been COVID-19 related deaths statewide with over 110 deaths in the Oklahoma City metropolitan area; and
7. Oklahoma City-County Health Department ("OCCHD") states this is the worst public health crisis to face our city in the last half-century; and
8. The Council of the City finds that the Center for Disease Control (CDC) has identified a virus, COVID-19, which is causing a pandemic throughout the world and the United States remains present, extremely contagious, and potentially deadly within the City; and
9. After reaching a low point for positive tests and hospitalizations, in June 2020 the Oklahoma City metropolitan area experienced a significant increase in the number of COVID-19 positive tests and hospitalizations; and

10. After a period where the rise in new cases subsided, the increase in new cases and positive testing percentages has resumed and remains at an elevated level relative to previous phases of the pandemic; and
11. Since mid-June, hospitalizations have consistently remained at an elevated level that causes concern to public health officials; and
12. The OCCHD data have successfully identified safety measures that will substantially improve the City's response to this pandemic, preserving the health of the community; and
13. Based upon information provided by local healthcare providers and public health experts, the current surge occurred, in part, due to public gatherings associated with the Fourth of July holiday where social distancing and mask wearing protocols were not observed; and
14. One strong recommendation by the CDC and OCCHD is the adoption of the safety measure for the mandatory wearing of face coverings (masks) over the nose and mouth to help prevent air-borne virus particles from causing new infections and, depending on the design of the mask, can also help prevent the persons wearing the face covering to not become infected with COVID-19; and
15. With the transmission of COVID-19 and COVID-related hospitalizations continuing at an elevated level, provisions for the safety of the life, health, and property of City residents are still necessary; and
16. The Council declares that the continuing occurrence and threat of widespread or severe damage, injury or loss of life or property from COVID-19, including severe economic damage to the City and the State of Oklahoma, which can result from COVID-19 justifies emergency action by the City to help avert such danger or damage and to protect the public health.
17. The Council further declares an emergency need for an ordinance containing the COVID-19 safety measures for the mandatory wearing of face coverings over the nose and mask whenever persons are in any place or setting open to the general public; and
18. The Council notes that on Friday, July 10, 2020, Dallas Federal Reserve Bank President Robert Kaplan publicly stated that:
 - i. The “key to ensuring a faster U.S. economic recovery is wearing masks to slow the spread of the coronavirus;” and
 - ii. “How the [COVID-19] virus proceeds, and what the incidence is, is going to be directly related to how fast we grow [economically]”... ; and

- iii. “While monetary and fiscal policy have a key role to play, the primary economic policy from here is broad mask wearing and good execution of... health care protocols; if we do that well, we’ll grow faster”; and
 - iv. “The message I’d have today about the economy (is that) while monetary policy and fiscal policy are very important, they are not as important right now in us doing a good job of flattening this curve on the virus, and if we do that, we’ll grow faster.”
19. The Council further notes that the recent surge in COVID-19 cases in several U.S. states is raising concern that the economic recovery that likely began in May, 2020 could falter if authorities re-impose lockdowns or consumers reduce spending out of fear that getting out and about could mean they get the sometimes fatal disease.
 20. The Council further notes that Goldman Sachs Group Inc. economists have argued that a national mask mandate would boost the chances of a faster recovery; and that Mr. Kaplan, a former Goldman Sachs bank officer, reiterated that the U.S. economy will likely shrink by 4.5% to 5% in 2020, even after what he expects to be growth during the third and fourth quarters.
 21. The Council also finds that it is appropriate and in the interests of the public health, safety, and welfare and would further protect property and civil order, for the Council to adopt this Ordinance with, among other things, a regulation mandating the wearing of masks over the nose and mouth whenever persons are entering and while inside any indoor place open to the public; and
 22. The Council states that this Ordinance is being enacted to limit the health impacts and slow the spread of COVID-19 by mandating the wearing of face coverings over the nose and mouth whenever persons are entering and while inside any indoor place open to the public; and
 23. Based upon further information from local healthcare providers and public health experts, the present enactment of COVID-19 regulations will reduce the potential for an additional COVID-19 surge associated with the Labor Day holiday weekend; and
 24. Therefore, based on the forgoing and other provisions of this Ordinance set forth above, the Council determines that enactment of this Ordinance is in the interests of public health, safety, welfare, the protection of property and preservation of civil order, and will reduce the possibility of the need to enact in the future more stringent COVID-19 regulations interfering with employment and social interaction.

Sec. 32-225. COVID-19 Virus control - General Regulations

- (a) All restaurants, bars, breweries, wineries, taverns, food halls, cafeterias, and any other food service are required to maintain the following standards to limit the spread of the COVID-19 Virus:

- (1) Employees' temperatures should be checked each day either by the employee or their employer and employees with a temperature above 100.4°F should not be at the facility;
 - (2) All servers and staff interacting with customers must wear facial masks or coverings, including but not limited to table bussers and food delivery personnel; except that wait staff taking customer orders, hosts/hostesses and managers need not wear facial masks or coverings provided that they maintain six (6) feet of social distancing from customers;
 - (3) All tables available for seating must be at least six (6) feet apart;
 - (4) All menus shall be single use or capable of being sanitized after each use;
 - (5) All condiment bottles must be sanitized after each table change, or condiments must be served in a single use packet, disposable container, or washable dish;
 - (6) Service at buffets and salad bars must be provided by an employee only;
 - (7) Tables, chairs, and objects used to complete a purchase must be sanitized using appropriate antimicrobial disinfectants after each use; and
 - (8) No parties exceeding ten (10) people are allowed at one table in the dining area, unless household family members.
- (b) All athletic gyms, recreation centers, exercise facilities, indoor sports facilities, and similar recreational facilities must maintain strict social distancing, CDC sanitation protocols, and comply with the following standards:
- (1) Employees' temperatures should be checked each day either by the employee or their employer and employees with a temperature above 100.4°F should not be at the facility;
 - (2) Employees that have contact with the public must wear face masks or coverings;
 - (3) Surfaces such as doorknobs, gates, counters, and other items that are high-touch should be regularly cleaned and sanitized using appropriate antimicrobial disinfectants;
 - (4) Locker rooms and bathrooms must be cleaned and sanitized regularly, particularly high-touch surfaces, and ensure they have handwashing supplies;
 - (5) Measures must be taken to ensure that access to handwashing/hand sanitizing facilities and supplies are available for employees and customers; and

(6) Rental equipment and shared equipment must be cleaned and sanitized by the customer or an employee using appropriate antimicrobial disinfectants before or after each use.

(c) Personal care businesses may operate by appointment only and must follow CDC sanitation protocols and comply with the following standards:

(1) Employees' temperatures should be checked each day either by the employee or their employer and employees with a temperature above 100.4°F should not be at the facility;

(2) Employees at these facilities must use facial masks or coverings, and customers shall be offered sanitized face coverings, provided that if the customer does not have a mask or face covering of their own, service may be refused;

(3) All chairs and tools must be sanitized using appropriate antimicrobial disinfectants between customers; and

(4) While receiving services, customers shall remain at least six (6) feet apart.

"Personal care" businesses include salons (hair and nail), barber shops, cosmetology facilities, esthetician facilities, laser hair removal facilities, spas, massage facilities, tattoo parlors, and piercing facilities.

(d) Other than event permits described in subsection (a) hereof, all licenses, permits, and certificates previously issued by the City and scheduled to expire while this State of Emergency is in effect shall be deemed to be renewed, provided that the applicable fees are paid and necessary inspections and approvals, if any, are satisfactorily completed, within thirty (30) days following the repeal of this Ordinance.

(e) Notwithstanding any conflicting provisions contained in the Nichols Hills City Code, temporary signs notifying the public of carry-out or curbside service are permitted.

(f) This Section only regulates the activities and uses herein described, and does not otherwise regulate retail, commercial, office, service, institutional, residential or other activities or uses.

(g) Any person, including but not limited to an owner, manager, employee and/or representative of a location or facility, not complying with the requirements of this Section shall be in violation of the Nichols Hills City Code.

(h) The regulations of this Section shall be effective at 12:01 AM on July 27, 2020 and shall continue in effect until terminated by law or by future action of the Council.

Sec. 32-226. COVID-19 Virus control - Mask Regulations

(a) Face Coverings required.

All persons shall wear face coverings when entering and while inside any indoor place open to the public. The term “face covering” as used in this Section shall mean a uniform piece of material that securely covers a person’s nose and mouth and remains affixed in place without the use of one's hands and/or a face shield (“Face Covering”).

(b) Guidelines for Face Coverings.

The public is encouraged to wear Face Coverings that:

- (1) it snugly but comfortably against the side of the face;
- (2) are secured;
- (3) allow for breathing without restrictions; and
- (4) Face Coverings may be disposable or non-disposable.

(c) Exceptions.

Nothing herein shall require the wearing of face coverings by:

- (1) persons under 11 years of age unless required by a school or day care to wear a Face Covering;
- (2) persons working in a professional office who do not have any face-to-face interactions with the public;
- (3) restaurant patrons while eating or drinking;
- (4) persons in a setting where it is not practical or feasible to wear a face covering, such as when receiving dental services, medical treatments, or while swimming or at a splash park;
- (5) persons engaged in any competitive sporting activities, whether professional or amateur or merely for recreational purposes;
- (6) persons engaged in performing cardio exercise, but they should make a reasonable effort to practice social distancing from persons not from their household;
- (7) persons inside any Federal, State, or county government building or other facility;
- (8) persons inside any public or private school building or other facility unless required by the school to wear a Face Covering; and

(9) persons attending any indoor religious service or ceremony as long as all persons who do not live in the same household are social distancing from one another are not less than 6 feet apart; and

(10) persons with a development disability, including persons who are deaf and hard of hearing.

(d) Enforcement.

This Section may be enforced by any legally authorized code-enforcement inspectors or sworn police officers, as follows: authorized OCCHD inspectors, authorized code-enforcement inspectors of the City, and sworn peace officers of the Nichols Hills Police Department (“Inspectors and Officer”). However, Council prefers that OCCHD inspectors or code-enforcement inspectors of the City become the enforcers in the future.

(e) Violation and Penalties.

(1) Inspectors and Officers, at the initial contact, shall offer a Face Covering or the option of leaving the indoor place to a person who is not excepted from the Face Covering requirement. No citation shall issue to a person who complies with one of the options. Failure to wear the Face Covering or failure to leave the indoor place shall constitute a violation of this Section.

(2) Each violation of this Section shall constitute a separate offense. Upon conviction, the penalty shall not exceed, for the first and second offenses, a \$9 fine only. A third or subsequent violation of this Section shall require a mandatory appearance in the Municipal Court and, upon conviction, shall be punishable with a penalty not exceeding \$100 inclusive of costs and State-mandated fees.

(f) Defense to Violation.

It shall be a defense to any violation of this Ordinance if an individual produces a document from a physician stating that wearing a Face Covering could cause impairment or would constitute a hazard to the individual.

(g) Effective Date.

The regulations of this Section shall be effective at 12:01 AM on July 27, 2020 and shall continue in effect until terminated by law or by future action of the Council.

Secs. 32-227 - 32-354. Reserved

SECTION 2. This Ordinance shall be codified as set forth above.

SECTION 3. All ordinances and resolutions or parts of same in conflict herewith, to the extent of such conflict, are hereby repealed.

SECTION 4. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

SECTION 5. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the 23rd day of July, 2020.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the 23rd day of July, 2020

ATTEST: Sody Clements

Mayor

Amanda Copeland

City Clerk

Reviewed as to Form and Legality:

John Michael Williams

City Attorney

Published in _____ on _____, 2021

ORDINANCE NO. _____

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

SECTION 1. Chapter 32, Article VI, entitled *Offenses Involving Public Safety*, of the Nichols Hills City Code is hereby amended by repealing in its entirety Division 3 thereof, entitled *COVID-19 Virus Control Regulations*, and the Council hereby terminates the state of emergency within the City heretofore declared by the Council with respect to the COVID-19 Virus, all to have an effective date and time of 11:59 PM on April 30, 2021.

SECTION 2. All ordinances and resolutions or parts of same in conflict herewith, to the extent of such conflict, are hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

SECTION 4. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the 13th day of April, 2021.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the 13th day of April, 2021

ATTEST:

Mayor

City Clerk

Reviewed as to Form and Legality:

City Attorney

Attachment: NH COVID-19 Ord-Version A-Repeal of Div 3-2.1 (5097 : 9 Ordinance - COVID-19)

Published in _____ on _____, 2021

ORDINANCE NO. _____

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

SECTION 1. Chapter 32, Article VI, entitled *Offenses Involving Public Safety*, of the Nichols Hills City Code is hereby amended by repealing in its entirety Sec. 32-226 of Division 3 thereof, entitled *COVID-19 Virus control - Mask Regulations*, to have an effective date and time of 11:59 PM on April 30, 2021.

SECTION 2. All ordinances and resolutions or parts of same in conflict herewith, to the extent of such conflict, are hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

SECTION 4. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the 13th day of April, 2021.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the 13th day of April, 2021

ATTEST:

Mayor

City Clerk

Reviewed as to Form and Legality:

City Attorney

Attachment: NH COVID-19 Ord-Version A-Repeal of Mask Regs-2.1 docx (5097 : 9 Ordinance - COVID-19)

PERSONAL INFORMATION (Please print clearly using black or blue ink)

NAME OF PLAN: (Employer) City of Nichols Hills

NAME: Gene E Farmer
(First) (Middle) (Last) (Suffix)

SOCIAL SECURITY NUMBER: [REDACTED] DATE OF BIRTH*: [REDACTED] GENDER: M

EMPLOYMENT DATE: 08/27/2013 SPOUSE'S DATE OF BIRTH*: _____
* Proper evidence must be submitted to verify age

SERVICE CREDIT DATE: 08/27/2013 LAST DAY OF EMPLOYEMENT: 03/15/2021

PRIMARY PHONE: [REDACTED] EMAIL ADDRESS: _____

MAILING ADDRESS: 9225 N MacArthur Oklahoma City, OK 73132
(PO Box or Number and Street) (City, State and Zip Code)

PRIOR SERVICE: Have you been employed by another Municipality covered under OkMRF? ☒ No ☐ Yes

If yes, where: _____

RETIREMENT OPTIONS (Please check ONE of the following as defined by your Employer)

- ☐ **Normal Retirement, unreduced.** Payments will begin on the first day of the month following retirement
- ☐ **Early Retirement, reduced.** Payments will begin* _____
*If no date is specified, payments will begin on the first day of the month following termination.
- ☐ **Deferred Retirement, postponed.** Payments to begin* _____ (Enter any date on or after which the retiree turns age 55.)
*If no date is specified, payments will begin on the first day of the month following age 65.
- ☒ **Lump Sum Payment or other Optional Form of Payment. ***
*If allowed by plan document.
- ☐ **Other** _____

JOINT AND SURVIVOR OPTION

MARRITAL STATUS: ☐ **MARRIED:** If married, you MUST complete Section 1 or Section 2 below.
☐ **UNMARRIED:** If not married, complete only the Beneficiary Designation below

PRIMARY BENEFICIARY: _____ SSN: _____

CONTINGENT BENEFICIARY: _____ SSN: _____

SECTION 1. JOINT AND SURVIVOR OPTION ELECTION

Subject to all terms of the Retirement Plan. I hereby certify that I am a married employee not legally separated from my spouse, and hereby elect the following optional pension in lieu of the benefits to which I may otherwise become entitled upon retirement. (Initial ONE option)

- ☐ **100% J&S** Whereby I will receive a reduced pension payable for life, and payments in the same reduced amount will, after my death, be continued to my spouse named herein during his/her lifetime.
- ☐ **50% J&S** Whereby I will receive a reduced pension payable for life, and payments in the amount of 50% of my reduced pension will, after my death, be continued to my spouse named herein during his/her lifetime.
- ☐ **66 2/3% J&S** Whereby I will receive a reduced pension payable for the joint lifetime of myself and my spouse named herein, and upon either of our deaths, payments in the amount of 66 2/3% of such reduced pension will be continued to the survivor during the survivor's lifetime.

SPOUSE'S NAME: _____ SOCIAL SECURITY NO: _____

SECTION 2. REVOCATION OF JOINT AND SURVIVOR OPTION ELECTION

- ☐ I hereby **REVOKE** my option of a joint and survivor option under the terms of the retirement plan; and designate the named beneficiary(ies) above.

HYBRID OPTION (Only complete if your Plan includes the Defined Contribution Hybrid Option)

The Hybrid Option allows you to elect a lump-sum payment of your Employee contributions & interest (Hybrid Balance), **OR** to convert part or all of your Hybrid Balance into your monthly pension. Below, specify how your Hybrid Balance is to be paid: (Initial one)

X Pay me the total Hybrid Balance. (Complete Form DB 4.10 in addition to this Form DB 4.20.)

_____ Convert total Hybrid Balance into my monthly pension.

_____ Other: _____

AUTHORIZATION

I understand that my pension must be approved by the Retirement Committee and that my pension amount will be adjusted if it begins before my Normal Retirement Date, if it includes a Joint and Survivor Option or if an Optional Form of Payment is requested.

I understand that: (a) all pension payments shall be made in accordance with the provisions of the Retirement Plan and pursuant to the official rules adopted by the Committee; and (b) once I have begun to receive benefit payments, I cannot make changes to the type of pension which I have requested.

3-19-2021

Date

M. Farmer

Participant's Signature

EMPLOYER CERTIFICATION AND APPROVAL

By signing below, the Authorized Agent confirms that each of the following statements is true and correct:

PAYROLL INFORMATION

- A) Final salary amount to be submitted \$ 381.60, to be paid on 3-16-2021
- B) I confirm that:
- 1) I have reviewed the Salary History for this participant on the OkMRF website and confirmed it to be true and accurate; and
 - 2) OkMRF is authorized to proceed with the benefit calculation based on this data.

CERTIFICATION

- A) I certify the information as provided is true and correct and that the proper evidence for Proof of Age has been submitted;
- B) The Participant has received a copy of the **Special Tax Notice** regarding plan distributions; and
- C) The Application for Retirement Pension has been submitted to the Retirement Committee (governing body).

APPROVAL BY EMPLOYER FOR PENSION BENEFITS

Based on review and action by the Retirement Committee, the employee named herein has been APPROVED for a Retirement Pension under the terms of the Plan.

3-19-2021

Date

Henry Jackson

Authorized Agent for the Retirement Committee

PARTICIPANT IS DENIED PENSION BENEFITS

Based on review and action by the Retirement Committee, the employee named herein does not qualify for a Retirement Pension under the terms of the Plan and the Application for Retirement Pension is DENIED.

Date

Authorized Agent for the Retirement Committee

PERSONAL INFORMATION (Please print clearly using black or blue ink)

NAME OF PLAN: (Employer) City of Nichols Hills

NAME: Gene

SOCIAL SECURITY NUMBER: [REDACTED]

WITHHOLDING ELECTION (Complete Section "A" or "B" Below)

SECTION A. RECURRING PAYMENTS – Federal and State Income Tax Withholding

As a benefit recipient, the following withholding alternatives are available to you.

OPTION 1: You may specify that you do not want any federal or state income tax deducted from your benefit.

OPTION 2: You may elect the "Allowances Claimed" section and complete the marital status and number of allowances which will require the OkMRF system to determine the amount, if any, which must be withheld based on federal and state withholding tables. If elected, the tax withholdings may or may not meet your required amounts. You may select to withhold an additional percentage or flat rate in addition to the IRS' tax withholding tables.

In requesting the distribution of my funds from OkMRF, I designate the following election: (check ONE)

OPTION 1 ☐ I elect **not** to have Federal or State income tax withheld

OPTION 2 ☐ I wish to have OkMRF withhold from my monthly benefit the amount of federal and state income tax as determined in accordance with withholding tax table and the allowances claimed below:

☐ Single ☐ Married ☐ Married – but withhold at higher single rate

_____ Number of withholding allowances/exemptions you want to claim. (if blank OkMRF will assume 0)

Withhold an extra _____ % or \$ _____ in State tax Withhold an extra _____ % or \$ _____ in Federal tax

If you do not select a Tax Withholding Election by choosing option 1 or 2 above, we are required by law to assume that you are married and are claiming 3 (three) allowances. We will automatically withhold federal and state income tax if your payment is large enough to require withholdings.

SECTION B. ONE-TIME PAYMENTS – Federal and State Income Tax Withholding

When receiving a total distribution from OkMRF, you may receive the payment in one of two methods.

OPTION 1: The distribution can be made payable to you directly, in which case a mandatory 20% Federal tax and 5% Oklahoma state tax withholding will occur. (The mandatory tax withholding only applies to the taxable portion of your distribution if greater than \$200.)

OPTION 2: You can direct OkMRF to roll over the distribution into an IRA or other qualified plan without taxes being withheld. You will receive the non-taxable portion of the distribution payable to you even if you direct the taxable portion to a qualified IRA. Rollover checks will be payable to the rollover entity "For the Benefit of" and then your name. All distributions are mailed directly to your address of record.

In requesting the distribution of my funds from OkMRF, I designate the following method of payment: (check ONE)

OPTION 1 ☒ **I WANT THE CHECK(S) MADE PAYABLE TO ME.** I am aware of the mandatory 20% Federal and 5% Oklahoma withholding* on the taxable portion of my distribution.

*(Withholding rate is 5% and is subject to change based on Oklahoma State withholding tables.)

If you've made a permanent move into a new state during the tax year, you may have to file two part-year state tax returns. You may wish to consult with a professional tax advisor before taking a payment from the Plan.

OPTION 2 ☐ **I WANT A DIRECT ROLLOVER TO A TRADITIONAL IRA.** (You must submit a copy of your IRA agreement for a direct rollover.)

OPTION 3 ☐ **I WANT A DIRECT ROLLOVER TO A QUALIFIED PLAN.** (You must submit a copy of a recent participant statement and the Plan's contact information.)

I have reviewed the information above and hereby submit this statement of preference regarding how my benefit distribution is to be treated for purposes of federal and state income tax withholding.

3-19-2021
Date

[Signature]
Participant's Signature



Oklahoma Municipal Retirement Fund
APPLICATION FOR RETIREMENT PENSION
DB 4.20

PERSONAL INFORMATION (Please print clearly using black or blue ink)

NAME OF PLAN: (Employer) Nichols Hills

NAME: Clinton R Nelson Jr
(First) (Middle) (Last) (Suffix)

SOCIAL SECURITY NUMBER: [REDACTED] DATE OF BIRTH*: [REDACTED] GENDER: M

EMPLOYMENT DATE: 09/08/2003 SPOUSE'S DATE OF BIRTH*: _____
* Proper evidence must be submitted to verify age

SERVICE CREDIT DATE: 09/08/2003 LAST DAY OF EMPLOYMENT: 9/23/2005

PRIMARY PHONE: (405) 586-2241 EMAIL ADDRESS: plugcrn@gmail.com

MAILING ADDRESS: 1051 N Luther Rd Coyle OK 73027-9494
(PO Box or Number and Street) (City, State and Zip Code)

PRIOR SERVICE: Have you been employed by another Municipality covered under OkMRF? ☐ No ☒ Yes
If yes, where: Guthrie - 9/26/81 to 8/29/03 Back 10/3/05 - current EE

RETIREMENT OPTIONS (Please check ONE of the following as defined by your Employer)

- ☐ Normal Retirement, unreduced. Payments will begin on the first day of the month following retirement
- ☐ Early Retirement, reduced. Payments will begin* _____
*If no date is specified, payments will begin on the first day of the month following termination.
- ☐ Deferred Retirement, postponed. Payments to begin* _____ (Enter any date on or after which the retiree turns age 55.)
*If no date is specified, payments will begin on the first day of the month following age 65.
- ☒ Lump Sum Payment or other Optional Form of Payment. *
*If allowed by plan document.
- ☐ Other Plus Hybrid Funds

JOINT AND SURVIVOR OPTION

MARRITAL STATUS: ☒ MARRIED: If married, you MUST complete Section 1 or Section 2 below.
☐ UNMARRIED: If not married, complete only the Beneficiary Designation below

PRIMARY BENEFICIARY: _____ SSN: _____

CONTINGENT BENEFICIARY: _____ SSN: _____

SECTION 1. JOINT AND SURVIVOR OPTION ELECTION

Subject to all terms of the Retirement Plan. I hereby certify that I am a married employee not legally separated from my spouse, and hereby elect the following optional pension in lieu of the benefits to which I may otherwise become entitled upon retirement. (Initial ONE option)

- ☐ 100% J&S Whereby I will receive a reduced pension payable for life, and payments in the same reduced amount will, after my death, be continued to my spouse named herein during his/her lifetime.
- ☐ 50% J&S Whereby I will receive a reduced pension payable for life, and payments in the amount of 50% of my reduced pension will, after my death, be continued to my spouse named herein during his/her lifetime.
- ☐ 66 2/3% J&S Whereby I will receive a reduced pension payable for the joint lifetime of myself and my spouse named herein, and upon either of our deaths, payments in the amount of 66 2/3% of such reduced pension will be continued to the survivor during the survivor's lifetime.

SPOUSE'S NAME: _____ SOCIAL SECURITY NO: _____

SECTION 2. REVOCATION OF JOINT AND SURVIVOR OPTION ELECTION

- ☐ I hereby REVOKE my option of a joint and survivor option under the terms of the retirement plan; and designate the named beneficiary(ies) above.

HYBRID OPTION (Only complete if your Plan includes the Defined Contribution Hybrid Option)

The Hybrid Option allows you to elect a lump-sum payment of your Employee contributions & interest (Hybrid Balance), OR to convert part or all of your Hybrid Balance into your monthly pension. Below, specify how your Hybrid Balance is to be paid: (Initial one)

☒ Pay me the total Hybrid Balance. (Complete Form DB 4.10 in addition to this Form DB 4.20.)

☐ Convert total Hybrid Balance into my monthly pension.

☐ Other: _____

AUTHORIZATION

I understand that my pension must be approved by the Retirement Committee and that my pension amount will be adjusted if it begins before my Normal Retirement Date, if it includes a Joint and Survivor Option or if an Optional Form of Payment is requested.

I understand that: (a) all pension payments shall be made in accordance with the provisions of the Retirement Plan and pursuant to the official rules adopted by the Committee; and (b) once I have begun to receive benefit payments, I cannot make changes to the type of pension which I have requested.

3-24-2021

Date

Clinton R. Nelson Jr.
Participant's Signature

EMPLOYER CERTIFICATION AND APPROVAL

By signing below, the Authorized Agent confirms that each of the following statements is true and correct:

PAYROLL INFORMATION

A) Final salary amount to be submitted \$ 3,028.54, to be paid on 9/30/2005

B) I confirm that:

- 1) I have reviewed the Salary History for this participant on the OkMRF website and confirmed it to be true and accurate; and
- 2) OkMRF is authorized to proceed with the benefit calculation based on this data.

CERTIFICATION

- A) I certify the information as provided is true and correct and that the proper evidence for Proof of Age has been submitted;
- B) The Participant has received a copy of the **Special Tax Notice** regarding plan distributions; and
- C) The Application for Retirement Pension has been submitted to the Retirement Committee (governing body).

APPROVAL BY EMPLOYER FOR PENSION BENEFITS

Based on review and action by the Retirement Committee, the employee named herein has been APPROVED for a Retirement Pension under the terms of the Plan.

Date

Authorized Agent for the Retirement Committee

PARTICIPANT IS DENIED PENSION BENEFITS

Based on review and action by the Retirement Committee, the employee named herein does not qualify for a Retirement Pension under the terms of the Plan and the Application for Retirement Pension is DENIED.

Date

Authorized Agent for the Retirement Committee

PERSONAL INFORMATION (Please print clearly using black or blue ink)

NAME OF PLAN: (Employer) Nichols Hills

NAME: Clinton

SOCIAL SECURITY NUMBER: [REDACTED]

WITHHOLDING ELECTION (Complete Section "A" or "B" Below)

SECTION A. RECURRING PAYMENTS – Federal and State Income Tax Withholding

As a benefit recipient, the following withholding alternatives are available to you.

OPTION 1: You may specify that you do not want any federal or state income tax deducted from your benefit.

OPTION 2: You may elect the "Allowances Claimed" section and complete the marital status and number of allowances which will require the OkMRF system to determine the amount, if any, which must be withheld based on federal and state withholding tables. If elected, the tax withholdings may or may not meet your required amounts. You may select to withhold an additional percentage or flat rate in addition to the IRS' tax withholding tables.

In requesting the distribution of my funds from OkMRF, I designate the following election: (check ONE)

OPTION 1 ☐ I elect not to have Federal or State income tax withheld

OPTION 2 ☐ I wish to have OkMRF withhold from my monthly benefit the amount of federal and state income tax as determined in accordance with withholding tax table and the allowances claimed below:

☐ Single ☐ Married ☐ Married – but withhold at higher single rate

_____ Number of withholding allowances/exemptions you want to claim. (If blank OkMRF will assume 0)

Withhold an extra _____% or \$_____ in State tax Withhold an extra _____% or \$_____ in Federal tax

If you do not select a Tax Withholding Election by choosing option 1 or 2 above, we are required by law to assume that you are married and are claiming 3 (three) allowances. We will automatically withhold federal and state income tax if your payment is large enough to require withholdings.

SECTION B. ONE-TIME PAYMENTS – Federal and State Income Tax Withholding

When receiving a total distribution from OkMRF, you may receive the payment in one of two methods.

OPTION 1: The distribution can be made payable to you directly, in which case a mandatory 20% Federal tax and 5% Oklahoma state tax withholding will occur. (The mandatory tax withholding only applies to the taxable portion of your distribution if greater than \$200.)

OPTION 2: You can direct OkMRF to roll over the distribution into an IRA or other qualified plan without taxes being withheld. You will receive the non-taxable portion of the distribution payable to you even if you direct the taxable portion to a qualified IRA. Rollover checks will be payable to the rollover entity "For the Benefit of" and then your name. All distributions are mailed directly to your address of record.

In requesting the distribution of my funds from OkMRF, I designate the following method of payment: (check ONE)

OPTION 1 ☒ **I WANT THE CHECK(S) MADE PAYABLE TO ME.** I am aware of the mandatory 20% Federal and 5% Oklahoma withholding* on the taxable portion of my distribution.

*Withholding rate is 5% and is subject to change based on Oklahoma State withholding tables.)

If you've made a permanent move into a new state during the tax year, you may have to file two part-year state tax returns. You may wish to consult with a professional tax advisor before taking a payment from the Plan.

OPTION 2 ☐ **I WANT A DIRECT ROLLOVER TO A TRADITIONAL IRA.** (You must submit a copy of your IRA agreement for a direct rollover.)

OPTION 3 ☐ **I WANT A DIRECT ROLLOVER TO A QUALIFIED PLAN.** (You must submit a copy of a recent participant statement and the Plan's contact information.)

I have reviewed the information above and hereby submit this statement of preference regarding how my benefit distribution is to be treated for purposes of federal and state income tax withholding.

3-24-2021
Date

Clinton R. Nelson Jr.
Participant's Signature

Attachment: Clinton Nelson OkMRF - Lump Sum_Redacted (5088 : 9 Clinton Nelson Retirement - request for Lump Sum Distribution from



Oklahoma Municipal Retirement Fund
APPLICATION FOR CONTRIBUTION REFUND
DB 4.10

PERSONAL INFORMATION (Please print clearly using black or blue ink)

NAME OF PLAN: (Employer) Nichols Hills

NAME: Clinton R Nelson Jr
 (First) (Middle) (Last) (Suffix)

SOCIAL SECURITY NUMBER: [REDACTED] DATE OF BIRTH*: [REDACTED] GENDER: M
 *Proper evidence must be submitted to verify age

EMPLOYMENT DATE: 9-8-2003

SERVICE CREDIT DATE: 9-8-2003 LAST DAY OF EMPLOYMENT: 9-23-2005

PRIMARY PHONE: 405-586-2241 EMAIL ADDRESS: _____

MAILING ADDRESS: 1051 N Luther Rd Coyne OK 73027-9494
 (PO Box or Number and Street) (City, State and Zip Code)

PRIOR SERVICE: Have you been employed by another Municipality covered under OkMRF? ☐ No ☒ Yes
 If yes, where: Guthrie

Are you a Public Safety Officer? ☐ No ☐ Yes

DISTRIBUTION OPTIONS (Please check ONE of the following)

Pursuant to the termination of my employment with the Employer, I hereby request the following method of payment for the refund of my contributions, including any interest payable thereon:

- Hybrid Funds -

- ☒ I am not vested and elect to receive my refund as soon as administratively feasible. I understand and agree that my contribution refund is full settlement of all liability and that I shall be entitled to no further benefits thereunder. **(Payment will be made after final data is processed with OkMRF.)**
- ☐ I am a vested employee and elect to receive a contribution refund in lieu of my pension that I would be eligible to receive upon reaching Normal Retirement Age. I understand and agree that my contribution refund is full settlement of all liability on account of my participation in the Retirement Plan and that I shall not be entitled to any further benefits thereunder. **(Payment will be made after final data is processed with OkMRF.)**
- ☐ I elect to defer receiving payment of my account balance until: _____ (specify date).
- ☐ I elect to leave my entire account balance in OkMRF until a later date.
Note: In doing so, you will retain Service Credit under the Plan in the event you are re-employed with this Employer. If you are employed with another OkMRF Employer within 90 days, you will continue Vesting Credit with both Employers. Required Minimum Distributions will begin per applicable IRS rules.

AUTHORIZATION (NOTE: Participant must sign both sides of this form in order to receive refund.)

3-2-2021
 Date

Clinton R. Nelson Jr.
 Participant's Signature

The above-named Participant has received a copy of the **Special Tax Notice** regarding plan distributions and is approved for receiving a contribution refund. Proof of age has been verified.

 Date

 Authorized Agent for the Retirement Committee
 If agent is unavailable, form may be notarized on following page

To be completed by employer prior to mailing:

Final Contribution (employee) \$ _____ for payroll period ending _____

TAX WITHHOLDING ELECTION

ONE-TIME PAYMENTS – Federal and State Income Tax Withholding

When receiving a total distribution from OkMRF, you may receive the payment in one of two methods.

OPTION 1: The distribution can be made payable to you directly, in which case a mandatory 20% Federal tax and 5% Oklahoma state tax withholding will occur. (The mandatory tax withholding only applies to the taxable portion of your distribution if greater than \$200.)

OPTION 2: You can direct OkMRF to roll over the distribution into an IRA or other qualified plan without taxes being withheld. You will receive the non-taxable portion of the distribution payable to you even if you direct the taxable portion to a qualified IRA. Rollover checks will be payable to the rollover entity "For the Benefit of" and then your name. All distributions are mailed directly to your address of record.

In requesting the distribution of my funds from OkMRF, I designate the following method of payment: (check ONE)

OPTION 1 ☒ **I WANT THE CHECK(S) MADE PAYABLE TO ME.** I am aware of the mandatory 20% Federal and 5% Oklahoma withholding* on the taxable portion of my distribution.

*Withholding rate is 5% and is subject to change based on Oklahoma State withholding tables.)

If you've made a permanent move into a new state during the tax year, you may have to file two part-year state tax returns. You may wish to consult with a professional tax advisor before taking a payment from the Plan.

OPTION 2 ☐ **I WANT A DIRECT ROLLOVER TO A TRADITIONAL IRA.** (You must submit a copy of your IRA agreement for a direct rollover.)

OPTION 3 ☐ **I WANT A DIRECT ROLLOVER TO A QUALIFIED PLAN.** (You must submit a copy of a recent participant statement and the Plan's contact information.)

I have reviewed the information above and hereby submit this statement of preference regarding how my benefit distribution is to be treated for purposes of federal and state income tax withholding.

3-24-2021

Date

Clinton Nelson
Participant's Signature

NOTARY AUTHORIZATION (Do not complete if signed by Authorized Agent on page 1)

State of: _____ County of: _____

On this _____ Day of _____, 20 _____

Before me personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed same as his/her free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and official seal.

Signature of Notary Public

My commission expires: _____

Please submit your completed form to:

VIA MAIL Oklahoma Municipal Retirement Fund
1001 NW 63rd Street, Suite 260
Oklahoma City, OK 73116

VIA FAX

Oklahoma Municipal Retirement Fund
(405) 606-7879

If you have any questions, you may call OkMRF at (888) 394-6673.